

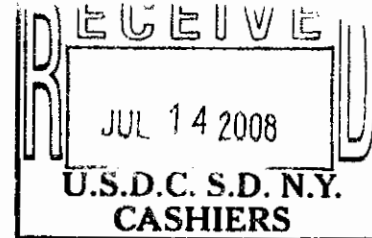
08 CV 6319

JUDGE BUCHWALD

Stephen P. Younger
Baran L. Zgibiec
Michael A. Becker
PATTERSON BELKNAP WEBB & TYLER LLP
1133 Avenue of the Americas
New York, New York 10036-7610
Telephone: (212) 336-2000

Attorneys for Respondent Ausenco International Pty Ltd.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK



-----X
In the Matter of the Application of

MINEFINDERS CORPORATION LTD.,

Petitioner,

-against-

AUSENCO INTERNATIONAL PTY LTD.,

Respondent.
-----X

Civil Action No. _____

(Index No. 109185/08
In the Supreme Court for the State
of New York, County of New York)

NOTICE OF REMOVAL

Respondent Ausenco International Pty Ltd. ("Ausenco"), pursuant to 9 U.S.C. §§ 203 and 205 and 28 U.S.C. § 1331, hereby removes this case pursuant to 28 U.S.C. § 1441 from the Supreme Court for the State of New York, County of New York, to the District Court for the Southern District of New York. As grounds for removal, Ausenco states as follows:

1. On July 3, 2008, Petitioner Minefinders Corporation Ltd. ("Minefinders") commenced an action, Index No. 109185/08, against Ausenco by filing a petition (the "Petition") to stay arbitration pursuant to New York Civil Practice Law and

Rules (“CPLR”) 7503(b) in the Supreme Court for the State of New York in the County of New York.

2. Counsel for Ausenco was served with the Petition on July 2, 2008.

This Notice of Removal is timely filed within 30 days after Ausenco received the Petition, as required by 28 U.S.C. § 1446(b).

3. Pursuant to 28 U.S.C. § 1446(a), a true and correct copy of the Petition is attached hereto as Exhibit A.

4. Apart from the filing of the Petition, no further pleadings have been filed and no proceedings have been had in the state court action.

5. Removal of the state court action is appropriate because the dispute relates to an arbitration agreement falling under the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (the “New York Convention”), as implemented by the Federal Arbitration Act (“FAA”).

6. In such cases, the federal courts are deemed to have original jurisdiction. *See* 9 U.S.C. § 203 (“An action or proceeding falling under the [New York] Convention shall be deemed to arise under the laws and treaties of the United States. The district courts of the United States . . . shall have original jurisdiction over such an action or proceeding, regardless of the amount in controversy.”); *Sarhank Group v. Oracle Corp.*, 404 F.3d 657, 659-60 (2d Cir. 2005). Where “the subject matter of an action or proceeding pending in a state court relates to an arbitration agreement or award falling under the [New York] Convention,” removal to this Court is proper. 9 U.S.C. § 205. *See Republic of Ecuador v. ChevronTexaco Corp.*, 376 F. Supp. 2d 334, 347 (S.D.N.Y. 2005).

7. An arbitration agreement falls under the New York Convention

when (1) it arises out of “a legal relationship, whether contractual or not, which is considered as commercial,” and when (2) the agreement is not “entirely between citizens of the United States.” 9 U.S.C. § 202.

8. The instant action meets both of those requirements. First, the arbitration agreement at issue is found in Article 17(d) of the Construction Management Agreement dated July 13, 2006, which was signed by Ausenco and Compania Minera Dolores S.A. de C.V. (“CMD”), a wholly-owned subsidiary of Minefinders and its co-respondent in the pending arbitration. A copy of the Demand for Arbitration dated June 2, 2008 by which Ausenco commenced arbitral proceedings against Minefinders and CMD – and which attaches a copy of the Construction Management Agreement – is attached to Exhibit A. The Construction Management Agreement satisfies the “commercial relationship” requirement of 9 U.S.C. § 202.

9. Second, this action is not entirely between citizens of the United States. Ausenco is a corporation organized under the laws of Australia. Minefinders is a corporation organized under the laws of Ontario, Canada. In addition, the relationship between the parties relates to a mining facility located in Mexico.

10. Because the dispute in this action relates to an arbitration agreement falling under the New York Convention, this Court has subject matter jurisdiction over the action pursuant to 9 U.S.C. § 203 and 28 U.S.C. § 1331, and removal of the action is proper.

WHEREFORE, Ausenco requests that the above action now pending against it in the Supreme Court for the State of New York, County of New York, be removed to this Court.

Dated: New York, New York
July 14, 2008

Respectfully submitted,

PATTERSON BELKNAP WEBB & TYLER LLP

By: Sarah E. Zgliniec
Stephen P. Younger
Sarah E. Zgliniec
Michael A. Becker
1133 Avenue of the Americas
New York, New York 10036
Tel.: (212) 336-2000

*Attorneys for Respondent Ausenco
International Pty. Ltd.*

TO: Richard A. De Palma
Kathryn M. Ryan
Christina M. Wilson
BAKER & MCKENZIE LLP
1114 Avenue of the Americas
New York, New York 10036
Tel.: (212) 626-4100

*Attorneys for Petitioner
Minefinders Corporation Ltd.*

Exhibit A

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

**In the Matter of the Application of
MINEFINDERS CORPORATION LTD.,**

Petitioner,

-against-

**AUSENCO INTERNATIONAL PTY
LTD.,**

Respondent.

Index No. 109185/08

**NOTICE OF PETITION TO STAY
ARBITRATION PURSUANT TO
CPLR § 7503(b)**

**NEW YORK
COUNTY CLERKS OFFICE**

JUL -2 2008

**NOT COMPARED
WITH COPY FILE**

PLEASE TAKE NOTICE that upon the annexed Petition of Minefinders Corporation Ltd. ("Minefinders") dated July 2, 2008, the Affirmation of Richard A. De Palma dated July 2, 2008, and the exhibits annexed thereto, Petitioner Minefinders will move this Court, at the Motion Support Office of the Supreme Court of the State of New York, County of New York, at the Courthouse, 60 Centre Street, New York, New York in Room 130 on the 23rd day of July, 2008 at 9:30 a.m. or as soon thereafter as counsel can be heard, for an order and judgment pursuant to Article 4 and Section 7503(b) of the Civil Practice law and Rules ("CPLR"): (1) permanently staying a certain arbitration proceeding commenced by Respondent Ausenco International Pty Ltd. as against Petitioner Minefinders on the grounds that a valid agreement to arbitrate was not made between the parties; and (2) granting such other and further relief as the Court may deem just and proper.

PLEASE TAKE FURTHER NOTICE that, pursuant to CPLR § 403(b), answering papers, if any, are required to be served upon the undersigned at least seven days before the return date of this motion.

Dated: New York, New York.
July 2, 2008

BAKER & McKENZIE LLP

By: 

Richard A. De Palma
Kathryn M. Ryan
Christina M. Wilson
1114 Avenue of the Americas
New York, New York 10036
(212) 626-4100

Attorneys for Petitioner
Minefinders Corporation Ltd.

TO: Stephen P. Younger, Esq.
Patterson Belknap Webb & Tyler
1133 Avenue of the Americas
New York, New York 10036-6710
(212) 336-2685

Attorneys for Respondent
Ausenco International Pty Ltd.

REQUEST FOR JUDICIAL INTERVENTION

UCS-840 (REV 1/00)

COURT **Supreme** COUNTY **New York**INDEX NO. **109185/08**
DATE PURCHASED **7/01/08**

For Clerk Only

PLAINTIFF(S):

Minefinders Corporation Ltd.

IAS Entry Date

DEFENDANT(S):

Ausenco International Pty Ltd.

Judge Assigned

RJ Date

Date issue joined: _____ Bill of Particulars served: ☐ Yes ☐ No

NATURE OF JUDICIAL INTERVENTION (check ONE box only AND enter information)

- ☐ Request for preliminary conference
☐ Note of issue and/or certificate of readiness
☐ Notice of motion (return date _____)
 Relief sought _____
☐ Order to show cause (clerk enter return date _____)
 Relief sought _____
☐ Other ex parte application (specify _____)
- ☒ Notice of petition (return date **July 23, 2008**)
 Relief sought **Stay Arbitration CPLR 7503(b)**
☐ Notice of medical or dental malpractice action (specify _____)
☐ Statement of net worth
☐ Writ of habeas corpus
☐ Other (specify _____)

NATURE OF ACTION OR PROCEEDING (Check ONE box only)

MATRIMONIAL

- ☐ Contested -CM
☐ Uncontested -UM

COMMERCIAL

- ☐ Contract -CONT
☐ Corporate -CORP
☐ Insurance (where insurer is a party, except arbitration) -INS
☐ UCC (including sales, negotiable instruments) -UCC
☐ *Other Commercial -OC

REAL PROPERTY

- ☐ Tax Certiorari -TAX
☐ Foreclosure -FOR
☐ Condemnation -COND
☐ Landlord/Tenant -LT
☐ *Other Real Property -ORP

OTHER MATTERS

- ☐ * _____ -oth

*If asterisk is used, please specify further.

TORTS

Malpractice

- ☐ Medical/Podiatric -MM
☐ Dental -DM
☐ *Other Professional -OPM
☐ Motor Vehicle
☐ *Products Liability -PL
☐ Environmental -EN
☐ Asbestos -ASB
☐ Breast Implant -BI
☐ *Other Negligence -OTN
☐ *Other Tort (including intentional) -OT

SPECIAL PROCEEDINGS

- ☒ Art. 75 (Arbitration) -ART75
☐ Art. 77 (Trusts) -ART77
☐ Art. 78 -ART78
☐ Election Law -ELEC
☐ Guardianship (MHL Art. 81) -GUARD81
☐ *Other Mental Hygiene -MHYG
☐ *Other Special Proceeding -OSP

Check "YES" or "NO" for each of the following questions. Is this action/proceeding against a:

[] YES [x] NO Municipality: (Specify _____) [] YES [x] NO Public Authority: (Specify _____)
 [x] YES [] NO Does this action/proceeding seek equitable relief?
 [] YES [x] NO Does this action/proceeding seek recovery for personal injury?
 [] YES [x] NO Does this action/proceeding seek recovery for property damage?

Pre-Note Time Frames:

(This applies to all cases except contested matrimonials and tax certiorari cases)

Estimated time period for case to be ready for trial (from filing of RJ1 to filing of Note of Issue):

[x] Expedited: 0-8 months [] Standard: 9 - 12 months [] Complex: 13 - 15 months

Contested Matrimonial Cases Only: (Check and give date)

Has summons been served? [] NO [] YES, Date _____

Was a Notice of No Necessity filed? [] NO [] YES, Date _____

ATTORNEY(S) FOR PLAINTIFF(S):

SELF

REP*	NAME	ADDRESS	PHONE
	Richard A. De Palma	1114 Avenue of the Americas	(212) 626-4100
	Baker & McKenzie LLP	New York, New York 10036	

ATTORNEY(S) FOR DEFENDANT(S):

SELF

REP*	NAME	ADDRESS	PHONE
	Stephen P. Younger	Patterson Belknap Webb & Tyler	(212) 336-2685
		1133 Ave. of the Americas, NY, NY 10036	

* Self Represented: Parties representing themselves, without an attorney, should check the "Self Rep" box and enter their name, address, and phone number in the space provided above for attorneys.

INSURANCE CARRIERS:

RELATED CASES: (if NONE, write "NONE" below)

Title Index # Court Nature of Relationship

None

I affirm under penalty of perjury that, to my knowledge, other than as noted above, there are and have been no related actions or proceedings, nor has a request for judicial intervention previously been filed in this action or proceeding.

Dated: July 2, 2008

(Signature)

Richard A. De Palma

(Print or type name)

Petitioner Minefinders Corp. Ltd.

(Attorney for)

Attach rider sheet if necessary to provide required information

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

**In the Matter of the Application of
MINEFINDERS CORPORATION LTD.,**

Petitioner,

-against-

**AUSENCO INTERNATIONAL PTY
LTD.,**

Respondent.

Index No.

**PETITION TO STAY ARBITRATION
PURSUANT TO CPLR § 7503(b)**

Petitioner Minefinders Corporation Ltd. ("Petitioner"), by its attorneys, Baker & McKenzie LLP, as and for its Petition to stay arbitration pursuant to Section 7503(b) of the Civil Practice Law and Rules on the grounds that a valid agreement to arbitrate was not made between the parties respectfully shows and states:

1. Petitioner Minefinders is a company with an address at 2288-1177 West Hastings Street, Vancouver, British Columbia, Canada V6E 2K3.
2. Upon information and belief, Respondent Ausenco International Pty Ltd. ("Respondent") is a proprietary limited company organized under the laws of Australia with an address at ABN 98 096 016 849, 2402 Logan Road, Eight Mile Plains, Queensland, Australia.
3. On June 2, 2008, Respondent filed a Notice of and Demand for Arbitration with the American Arbitration Association's International Centre for Dispute Resolution alleging breach of contract and unjust enrichment against Petitioner and Petitioner's subsidiary, Compania Minera Dolores S.A. DE C.V. ("CMD") A copy of the Notice of and Demand for Arbitration, with exhibits, is annexed to the Affirmation of Richard A. De Palma dated July 2, 2008 ("De Palma Affirmation") as Exhibit A.
4. In its Demand for Arbitration, Respondent alleges that CMD and Petitioner failed

to pay Respondent for certain services under a Construction Management Agreement dated as of July 13, 2006 between Respondent and CMD (the "Agreement"). A copy of the Agreement is attached to the Demand for Arbitration as Exhibit 1.

5. Article 17(d) of the Agreement states that any dispute between the parties to the Agreement shall be resolved by binding arbitration under the rules of the American Arbitration Association.

6. Article 21.7 of the Agreement states that New York law shall govern the dispute and the parties to the Agreement have submitted to the jurisdiction of the courts of the State of New York.

7. Petitioner is not a party to the Agreement.

8. Petitioner has never agreed to submit any dispute with Respondent to arbitration.

9. Petitioner, through its counsel, notified Respondent's counsel that Petitioner will not be participating in the arbitration. See De Palma Affirmation at ¶ 9.

10. Petitioner has not participated in the arbitration with the Respondent, nor has Petitioner been served with an application to compel arbitration.

11. There has been no previous application for the relief demanded herein in this or any other Court.

WHEREFORE, Petitioner Minefinders Corporation Ltd. demands an order and judgment staying the arbitration as between Petitioner and Respondent and granting to Petitioner such other and further relief as the Court may deem just and proper, together with the costs and disbursements of this special proceeding.

Dated: New York, New York.
July 2, 2008

BAKER & McKENZIE LLP

By: 

Richard A. De Palma
Kathryn M. Ryan
Christina M. Wilson
1114 Avenue of the Americas
New York, New York 10036
(212) 626-4100

Attorneys for Petitioner
Minefinders Corporation Ltd.

**De Palma
Affirmation**

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

In the Matter of the Application of

MINEFINDERS CORPORATION LTD.,

Petitioner,

-against-

**AUSENCO INTERNATIONAL PTY
LTD.,**

Respondent.

Index No.

**AFFIRMATION OF RICHARD A. DE PALMA
IN SUPPORT OF PETITION TO STAY
ARBITRATION PURSUANT TO
CPLR § 7503(b)**

RICHARD A. DE PALMA, being an attorney duly admitted to practice before the Courts of the State of New York, hereby affirms under penalty of perjury pursuant to Rule 2106 of the Civil Practice Law and Rules as follows:

1. I am a member of the law firm of Baker & McKenzie LLP, attorneys for Petitioner Minefinders Corporation Ltd. ("Petitioner") in the above-captioned matter.

2. I respectfully submit this Affirmation in support of Petitioner's Petition for an order and judgment pursuant to Article 4 and Section 7503(b) of the Civil Practice law and Rules ("CPLR"): (1) permanently staying a certain arbitration proceeding commenced by Respondent Ausenco International Pty Ltd. as against Petitioner Minefinders on the grounds that a valid agreement to arbitrate was not made between the parties; and (2) granting such other and further relief as the Court may deem just and proper.

3. On June 2, 2008, Respondent filed a Notice of and Demand for Arbitration with the American Arbitration Association's International Centre for Dispute Resolution ("ICDR") alleging breach of contract and unjust enrichment against Petitioner and Petitioner's subsidiary, Compania Minera Dolores S.A. DE C.V. ("CMD") A copy of the Notice of and Demand for

Arbitration, with exhibits, is annexed hereto as Exhibit A.

4. In its Demand for Arbitration, Respondent alleges that CMD and Petitioner failed to pay Respondent for certain services under a Construction Management Agreement dated as of July 13, 2006 between Respondent and CMD (the "Agreement"). A copy of the Agreement is attached to the Demand for Arbitration as Exhibit 1.

5. Article 17(d) of the Agreement states that any dispute between the parties to the Agreement shall be resolved by binding arbitration under the rules of the American Arbitration Association.

6. Article 21.7 of the Agreement states that New York law shall govern the dispute and the parties to the Agreement have submitted to the jurisdiction of the courts of the State of New York.

7. Petitioner is not a party to the Agreement.

8. Petitioner has never agreed to submit any dispute with Respondent to arbitration.

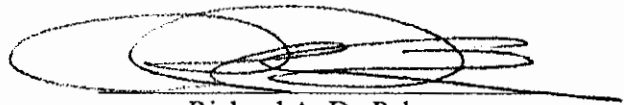
9. On June 12, 2008, during a telephone conference conducted by the ICDR case manager in the subject arbitration, I notified Respondent's counsel and the ICDR case manager that Petitioner will not be participating in the arbitration (I participated in said call as counsel to CMD).

10. Petitioner has not participated in the arbitration with the Respondent, nor has Petitioner been served with an application to compel arbitration.

11. There has been no previous application for the relief demanded herein in this or any other Court.

WHEREFORE, Petitioner Minefinders Corporation Ltd. demands an order and judgment staying the arbitration as between Petitioner and Respondent and granting to Petitioner such other and further relief as the Court may deem just and proper, together with the costs and disbursements of this special proceeding.

Dated: New York, York
July 2, 2008

A handwritten signature in black ink, appearing to read "Richard A. De Palma", is written over a horizontal line.

Richard A. De Palma

Exhibit A



International Centre
for Dispute Resolution

NOTICE OF ARBITRATION

MEDATION is a non-binding process. The mediator assists the parties in working out a solution that is acceptable to them. If you would like the ICDR to contact the other parties to determine whether they wish to mediate this matter, please check this box. ☒ There is no additional administrative fee for this service.

Date: June 2, 2008

To: Name (of the party on which this Notice is to be served) See attached Respondent List Nationality: _____

Address: _____

City: _____ State/Province: _____ Country: _____ Post Code: _____

Telephone: _____ Facsimile: _____ Email: _____

Name of Representative: (if known) _____ Name of Firm: (if applicable) _____

Address: _____

City: _____ State/Province: _____ Country: _____ Post Code: _____

Telephone: _____ Facsimile: _____ Email: _____

The named claimant, a party to an arbitration agreement contained in a written contract, dated _____ providing for arbitration under the

- ☒ International Dispute Resolution Procedures
☐ Commercial Arbitration Rules and Mediation Procedures (AAA)
☐ Procedures for Cases under the UNCITRAL Arbitration Rules
☐ Other (please specify): _____

hereby demands arbitration.

Nature of the Dispute: (attach additional sheets, if necessary) See attached Demand for Arbitration

The Claim or Relief Sought: (the amount, if any) Approximately US\$1.9 million

Type of Business: Claimant: Construction Management Respondent: Mining

Claimant's Request: No. of Arbitrators: 3 Place of Arbitration: New York Language: English

You are hereby notified that copies of our arbitration agreement and this NOTICE are being filed with the INTERNATIONAL CENTRE FOR DISPUTE RESOLUTION at its 1633 Broadway, 10th Fl., New York, NY, USA location, with a request that it commence administration of the arbitration. Under the rules, you may file a Statement of Defense within the time specified in the rules after notice from the administrator.

Name of Claimant: AUSENCO INTERNATIONAL PTY LTD. Nationality: Australian

Address: (to be used in connection with this case) ABN 98 096 016 649, 2402 Logan Road

City: Eight Mile Plains State/Province: Queensland Country: Australia Post Code: _____

Telephone: +61 73 112 8200 Facsimile: _____ Email: _____

Name of Representative: (if known) Stephen P. Younger Name of Firm: (if applicable) Patterson Belknap Webb & Tyler

Address: 1133 Avenue of the Americas

City: New York State/Province: NY Country: USA Post Code: 10036-6710

Telephone: (212) 336-2685 Facsimile: (212) 336-7891 Email: spyounger@pbwt.com

To begin proceedings, please send two copies of this demand and the Arbitration Agreement, with the filing fee as provided for in the rules, to the ICDR. Send the original demand to the respondent.

Signature (may be signed by a representative)

 Title: Attorney

Date: June 2, 2008

If you have any questions, please contact the International Centre for Dispute Resolution at 1.888.855.9575 or +1.212.484.4181 or visit our website at www.icdr.org.

Respondent List

COMPANIA MINERA DOLORES S.A. DE C.V.
Haciendas del Carrizal 3402 int. 201
Fracc Las Haciendas 3ra Etapa
Chihuahua, Chihuahua C.P.
Mexico 31215

MINEFINDERS CORPORATION LTD.
2288-1177 West Hastings Street
Vancouver, British Columbia
Canada V6E 2K3
Phone: (604) 687-6263

Representative:

Richard DePalma
Baker & McKenzie LLP
1114 Avenue of the Americas
New York, New York
United States 10036
Phone: (212) 626-4590
Fax: (212) 310-1617

IN ARBITRATION PURSUANT TO THE
INTERNATIONAL ARBITRATION RULES OF
THE INTERNATIONAL CENTRE FOR DISPUTE RESOLUTION
OF THE AMERICAN ARBITRATION ASSOCIATION

-----X	
AUSENCO INTERNATIONAL PTY LTD.,	: AAA No. _____
Claimant,	:
-and-	:
COMPANIA MINERA DOLORES S.A. DE	:
C.V. and MINEFINDERS CORPORATION	:
LTD.,	:
Respondents.	:
-----X	

DEMAND FOR ARBITRATION

Claimant AUSENCO INTERNATIONAL PTY LTD., by its attorneys,
Patterson Belknap Webb & Tyler LLP, hereby demands that Respondents, COMPANIA
MINERA DOLORES S.A. DE C.V. and MINEFINDERS CORPORATION LTD.,
submit to mandatory binding arbitration of the disputes set forth below under the
administration of the International Centre for Dispute Resolution of the American
Arbitration Association pursuant to the contract at issue in this dispute.

Pursuant to Article 2 of the International Arbitration Rules of the
International Centre for Dispute Resolution of the American Arbitration Association (the
"Rules"), Ausenco sets forth below: (A) the names, addresses and telephone numbers of
the parties; (B) reference to the contract out of and in relation to which the disputes arise;
(C) reference to the arbitration clause invoked; (D) a description of the claims and
indication of the supporting facts; (E) the relief and remedy sought and the amount

demand; and (F) proposals regarding the means of designating and the number of arbitrators, the place of arbitration, and the language of the arbitration.

A. Description of Parties

1. Claimant Ausenco International Pty Ltd. ("Ausenco") is a proprietary limited company organized under the laws of Australia. Ausenco specializes in the provision of engineering and construction management services for mining projects. Its business address is:

Ausenco International Pty Ltd.
ABN 98 096 016 849
2402 Logan Road
Eight Mile Plains
Queensland, Australia
Phone: +61 73 112 8200.

2. Ausenco is represented by:

Stephen P. Younger, Esq.
PATTERSON BELKNAP WEBB & TYLER LLP
1133 Avenue of the Americas
New York, New York 10036
Phone: (212) 336-2000
Fax: (212) 336-2200

and

Karen Martin, Esq.
BULL HOUSSEY & TUPPER LLP
3000-1055 West Georgia Street
Vancouver, BC
Canada V6E 3R3
Phone: (604) 641-4893
Fax: (604) 641-2659

3. On information and belief, Respondent Compania Minera Dolores S.A. de C.V. ("CMD") is a privately owned company organized and existing under the laws of Mexico, with an office at Haciendas del Carrizal 3402 int. 201, Fracc. Las Haciendas 3ra Etapa, Chihuahua, Chihuahua C.P. 31215 Mexico.

4. On information and belief, Respondent Minefinders Corporation Ltd. ("Minefinders") is an Ontario company that is registered as an extra-provincial company pursuant to the laws of British Columbia. Minefinders has an office at 2288-1177 West Hastings Street, Vancouver, British Columbia, Canada V6E 2K3, telephone: (604) 687-6263.

B. The Contract at Issue

5. This dispute arises from the failure of CMD and/or Minefinders to pay Ausenco for services rendered by Ausenco pursuant to the Construction Management Agreement dated as of July 13, 2006 between Ausenco and CMD (the "Agreement"). A copy of the Agreement is annexed hereto as Exhibit A.

6. The Agreement defines CMD as "the Company," and article 1.2(c) of the Agreement provides that "reference to the Company includes all related corporate bodies of the Company." On information and belief, CMD is a wholly-owned subsidiary of Minefinders. Accordingly, references in the Agreement to "the Company" are references to both CMD and Minefinders.

7. Schedule 7 to the Agreement ("Senior Executives") provides that the Senior Executive for the Company – to wit, for CMD and Minefinders – is "Mark Bailey, President, Minefinders Corporation Ltd."

C. The Arbitration Clause Invoked

8. Article 17(a) of the Agreement provides as follows:

If a dispute arises between the Parties arising out of or relating to this Agreement the Party seeking to resolve the dispute must do so strictly in accordance with the provisions of this Article 17.

9. If the Parties are unable to resolve the dispute by negotiation, article 17(d) further provides in relevant part as follows:

The Parties agree that any claim of dispute between them or against any agent, employee, successor, or assign of the other, whether related to this Agreement or otherwise, and any claim or dispute related to the Agreement or the relationship or duties contemplated by this contract, including the validity of this arbitration clause, shall be resolved by binding arbitration under the rules of the American Arbitration Association. Any award of the arbitrators may be entered as a judgment in any court having jurisdiction, including remedies for repossession, replevin, foreclosure, or other remedies where property would be subject to reclamation or disposition. In the event a court having jurisdiction finds any portion of this Agreement unenforceable, that portion shall not be effective and the remainder of the Agreement shall remain effective.

10. The "Parties" are defined in the Agreement as the Company – to wit, CMD and Minefinders – and the Construction Manager – to wit, Ausenco.

D. Summary of the Dispute and Claim

11. On or about July 13, 2006, Ausenco entered into the Agreement at issue. Under the Agreement, Ausenco agreed to provide construction management services in connection with improvements to a gold and silver mine located in northern Mexico which is owned and operated by Minefinders and CMD. Pursuant to article 5.1 of the Agreement ("Payment for Services"), CMD and/or Minefinders was to pay Ausenco on a monthly basis a pro-rata portion of USD\$400,000, plus certain personnel and overhead costs.

12. Accordingly, Ausenco provided construction management services pursuant to the Agreement and issued invoices for its services to CMD on a monthly basis. Specifically, article 5.2 of the Agreement ("Monthly Payment") provides:

On the 25th of every month, the Construction Manager shall submit an application for payment on account of services indicating:

- (a) an estimate of the Personnel Costs for the following month for Services with reference to the Staffing Budget indicating the Overheads and the pro-rate portion of the Fixed Fee that will be earned; and
- (b) the actual Personnel Costs for the month in which the application for payment in [sic] made.

Each invoice submitted by Ausenco to CMD contained the information required by articles 5.2(a) and (b).

13. Pursuant to article 5.3 of the Agreement ("Time for Payment"),

Ausenco was then entitled to be paid within 30 days of submitting an invoice. Article 5.3 provides:

Within 7 days of receipt thereof, the Company, in its sole discretion acting reasonably, may accept the Construction Manager's calculations referenced in Article 5.2(a) above, or revise the same by substituting the Company's own calculations. Not later than 30 days from the date of the Company's receipt of the Construction Manager's application for payment, and all back up information required or requested by the Company, the Company will pay to the Construction Manager, the amount identified by the Construction Manager pursuant to Article 5.2(a) above, or the amount determined by the Company pursuant to this Article 5.3, adjusted as provided by Article 5.4 below.

Article 5.4 ("Monthly Adjustments) provides that the monthly amount payable to Ausenco will be adjusted to reflect actual personnel costs for the preceding month.

14. To date, Ausenco is owed the principal amount of

USD\$1,929,893.20, plus interest (the "Outstanding Amount") in respect of outstanding

invoices for construction management services it provided from December 1, 2007 through March 31, 2008. The relevant invoices are annexed hereto as Exhibit B.

15. Neither CMD nor Minefinders objected to the calculations set forth in the unpaid invoices or sought to substitute a different calculation within the seven-day period specified by article 5.3 of the Agreement.

16. On or about April 29, 2008, Ausenco demanded in writing that the unpaid invoices be paid within seven days, but CMD and Minefinders have failed or refused to pay.

17. On information and belief, Minefinders was directly involved in and directed the nonpayment of the Outstanding Amount.

18. On the basis of the facts set forth above, CMD and Minefinders have breached the Agreement by failing to pay Ausenco the Outstanding Amount and by failing otherwise to comply with the payment provisions set forth in article 5 of the Agreement.

19. In addition, CMD and Minefinders have been unjustly enriched from their failure to pay for services provided by Ausenco the value of which CMD and Minefinders have accepted.

20. Alternatively, under the doctrine of quantum meruit, Ausenco is entitled to the reasonable value of the unpaid for services.

21. Ausenco specifically reserves the right to amend this Demand for Arbitration to include other and additional facts that come to its attention and further claims against CMD and/or Minefinders.

E. Relief Sought

22. Ausenco respectfully requests that the arbitrators issue an Award to Ausenco against CMD and Minefinders in the amount of USD\$1,929,893.20, plus interest.

23. Ausenco respectfully requests that the arbitrators issue an Award, pursuant to Article 31 of the Rules and article 17(e) of the Agreement, directing CMD and/or Minefinders to bear the costs of this arbitration, including administrative fees, fees of the arbitrators, and Ausenco's reasonable attorneys' fees and costs.

F. Designation and Number of Arbitrators, Place and Language of Arbitration

24. Article 17(d) of the Agreement provides as follows:

An arbitrator selected by the claimant and an arbitrator selected by respondent shall, within ten days of their appointment, select a third and neutral arbitrator. In the event that they are unable to do so, the Parties shall agree to an independent third party to appoint the third arbitrator.

25. Ausenco proposes that in the event that neither the party-appointed arbitrators nor the Parties can agree upon a third and neutral arbitrator, the AAA shall select the third arbitrator pursuant to the Rules.

26. Pursuant to Article 14 of the Rules, English shall be the language of the arbitration.

27. Pursuant to article 21.7 of the Agreement, New York law shall govern the dispute.

28. Pursuant to article 21.7 of the Agreement, the parties have submitted to the jurisdiction of the courts of the State of New York. In light of that fact and the application of New York law to the dispute, Ausenco proposes New York City as the place of arbitration.

WHEREFORE, Claimant Ausenco respectfully requests that the arbitrators issue an Award:

- (i) in favor of Ausenco and against CMD and/or Minefinders in the amount of USD\$1,929,893.20, plus interest;
- (ii) directing CMD and/or Minefinders to bear the costs of this arbitration, including administrative fees, fees of the arbitrators, and Ausenco's reasonable attorneys' fees and costs; and
- (iii) granting to Ausenco such other and further relief as the arbitrators deem just and proper.

Dated: New York, New York
June 2, 2008

PATTERSON BELKNAP WEBB & TYLER LLP

By: 

Stephen P. Younger
1133 Avenue of the Americas
New York, New York 10036
(212) 336-2000

and

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*Counsel for Claimant
Ausenco International Pty. Ltd.*

Exhibit 1

CONSTRUCTION MANAGEMENT AGREEMENT

COMPANIA MINERA DOLORES S.A. de C.V.

AND

AUSENCO INTERNATIONAL Pty Ltd.

CONSTRUCTION MANAGEMENT AGREEMENT

THIS AGREEMENT (hereinafter referred to as the "Agreement") made as of this 13th day of July 2006

BETWEEN

Compania Minera Dolores S.A. de C.V.,
Lazaro de Baigorri #2
Parques de San Felipe
Chihuahua, Chih., 31203 Mexico

("the Company")

AND

Ausenco International Pty Ltd.
ABN 98-096 016 849
2404 Logan Road
Eight Mile Plains
Queensland, Australia

(the "Construction Manager")

WHEREAS

- A. The Construction Manager is presently providing engineering design services to, and for the benefit of, the Company in connection with the Compania Minera Dolores S.A. de C.V. - Dolores Hesp Leach Gold Project (the "Project") pursuant to a Design Services Agreement (the "Design Services Agreement") dated as of the same date as this Construction Management Agreement; and
- B. The Company intends to construct and operate the Project and wishes to engage the Construction Manager to act on the Company's behalf, and in the Company's best interests, to provide construction management services for the Project;
- C. The Construction Manager wishes to serve as the Company's construction manager, and has represented and warranted to the Company that the Construction Manager is experienced in providing construction management services for projects of the size, nature and complexity of the Project and that the Construction Manager's personnel, and all other persons hired by the Construction Manager have the necessary knowledge, skills and experience to fully and properly perform the services and obligations that are required to be performed by the Construction Manager pursuant to this Agreement; and
- D. The Company and the Construction Manager (hereinafter collectively called the "Parties") wish to formalize the agreement between them with respect to the provision of construction management services; and have executed this Construction Management Agreement based on the foregoing recitals;

WITNESSES THAT the Parties, in consideration of their mutual duties and responsibilities to one another as hereinafter set forth, hereby covenant and agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this Agreement:

"Additional Services" means and includes those matters and things that may be required by, and for, the Company that are consistent with the nature of engineering and construction management services typically provided by engineers and construction managers for projects of a like scope and nature.

"Business Day" means a day other than Sunday or a statutory holiday in the jurisdiction where the Construction Manager's office is located.

"Company's Representative" means the person named in Schedule 'G' to this Agreement;

"Company Supplied Equipment and Services" means the equipment and services described in Schedule 'H' to this Agreement.

"Confidential Information" means information of any kind acquired in the course of, or incidental to, the performance of the Services or Additional Service by the Construction Manager or its personnel concerning the Company's, business, operations, strategies, transactions, affairs or property and all other information not in the public domain;

"Construction Manager's Representative" means the person named in Schedule 'G' to this Agreement.

"Contractor(s)" means an entity or entities having a direct contract with the Company for the supply of labour, materials or equipment for the Project.

"Fixed Fee" is the fee payable to the Construction Manager for fully and properly performing and providing the Services in the amount specified in Article 5.1(e) of this Agreement;

"Force Majeure Event" means

- (a) war, whether declared or not, revolution or act of public enemies or terrorism;
- (b) riot or civil commotion;
- (c) any national or state wide strike, lockout or stoppage, work ban, restraint of labour, go-slow or other national or state wide industrial dispute which results in a stoppage of the provision of the Services for more than 5 consecutive days, but excluding any such industrial action which is limited to a Site or only affects the Party claiming force majeure;
- (d) any Act of God;
- (e) fire, flood, storm, tempest, earthquake, volcanic eruptions and washaway; or

(f) any other cause or event, provided that it is not reasonably within the control of the affected Party and provided further that insufficiency of or inability to use funds for any reason cannot constitute a Force Majeure Event.

"Key Personnel" means the Construction Manager's personnel listed in Schedule '3' to this Agreement; "Overheads" means 20% of the Personnel Costs;

"Personnel Costs" means the cost of the Construction Manager's personnel based on the hourly rates described in Schedule "5" to this Agreement.

"Project" means the matters and things for the Compania Minera Dolores S.A. de C.V. - Dolores Heap Leach Gold Project described in Schedule "1" to this Agreement to which the Services apply.

"Schedule" means the activities and the time frames for those activities described in Schedule "4" to this Agreement.

"Senior Executives" means the persons identified as such in Schedule "7" to this Agreement.

"Staffing Budget" means the estimate of hours required to be spent by the Construction Manager's personnel in providing and performing the Services as described in Schedule "10" to this Agreement as revised from time to time by the written agreement of the parties.

"Services" means the services being provided, and to be provided, pursuant to this Agreement in relation to the Project and specifically includes the duties and coordination responsibilities of the Construction Manager as described herein.

"Site" means the site of the Dolores Mine owned by Compania Minera Dolores S.A. de C.V. in Chihuahua, Mexico;

"Work Product" means all materials in any media, including electronic media prepared or produced by, or at the direction of the Construction Manager, or received by the Construction Manager directly or indirectly in connection with the Project in providing and performing the Services or Additional Services.

1.2. Interpretation

In this Agreement and unless the context indicates a contrary intention:

- (a) reference to any Party includes that Party's executors, administrators, successors, substitutes and assigns, including any person taking by way of novation;
- (b) reference to this Agreement or to any other agreement, deed or document includes, respectively, this Agreement or that other agreement, deed or document as amended, novated, supplemented, varied or replaced from time to time;
- (c) reference to the Company includes all related corporate bodies of the Company;
- (d) reference to the Construction Manager includes all related corporate bodies of the Construction Manager;

- (e) words importing the singular include the plural (and vice versa), words denoting a given sex include the other sex, and words denoting individuals include corporations (and vice versa);
- (f) reference to any legislation or to any section or provision of any legislation includes any statutory modification or re-enactment or any statutory provision substituted for it, and ordinances, by-laws, regulations, and other statutory instruments issued under any legislation;
- (g) references to parties, clauses, schedules, exhibits or annexures are references to Parties, clauses, schedules, exhibits and annexures to, or of, this Agreement, and a reference to this Agreement includes any schedule, exhibit and annexure;
- (h) any day appointed or specified by this Agreement for the payment of any money that falls on a day which is not a Business Day will be deemed to be the next Business Day;
- (i) references to payments to any Party to this Agreement will be construed to include payments to another person upon the direction of such Party;
- (j) where a Party executes this Agreement in its capacity as a trustee, a reference to that Party includes any substituted or additional trustee; and
- (k) headings are for convenience only and do not affect interpretation.

2. SERVICES

2.1. Services

The Construction Manager shall provide the Services to, and for the benefit of, the Company in accordance with, and subject to, the terms of this Agreement.

3. ADDITIONAL SERVICES

3.1. Right to require Additional Services

The Company may, from time to time, and at any time, by written notice, require the Construction Manager to provide and perform Additional Services, and the Construction Manager shall forthwith comply with such requirement.

4. CONSTRUCTION MANAGER'S DUTIES AND PERFORMANCE REQUIREMENTS

4.1. Duties of the Construction Manager

The Construction Manager shall:

- (a) represent the Company in all matters relating to the construction of the Project;
- (b) administer all contracts and proposed contracts with Contractors;

- (c) prepare all bid documents, solicit bids, prepare contracts for execution and otherwise assist the Company as required in respect of awarding utilities, electric and civils for the Project;
- (d) comply with all reasonable directions of the Company;
- (e) keep detailed records of all matters pertaining to the construction of the Project including minutes of all meetings, site inspections, and other communications and furnish copies of the same to the Company if required by the Company;
- (f) keep detailed records of all Services and Additional Services provided and performed and keep daily work sheets which shall include all information necessary for Company to calculate or verify any payments which may be due to the Construction Manager and provide copies of the same to the Company if required by the Company;
- (g) at any time and from time to time, provide any reasonable requested information to the Company in connection with the Construction Manager's performance of the Services and Additional Service and in connection with the construction of the Project;
- (h) attend all meetings and presentations on behalf of the Company and assist and support the Company in preparing for and attending all meetings at which the Company is otherwise represented;
- (i) assist the Company in resolving any dispute arising among the Company and its Contractors; and
- (j) review Contractor's application for payment, confirm that the all appropriate back up information, submittals and statutory declarations accompany the Contractor's applications for payment, and recommend to the Company how much is to be paid to any Contractor(s) on a monthly basis.
- (k) provide cost reporting of the entire Project including mining and other costs incurred and controlled by the Company; and
- (l) provide commissioning assistance for the Project.

4.2. Coordination Responsibilities of the Construction Manager

The Construction Manager shall be responsible for managing and coordinating :

- (b) compliance by Contractors with all conditions that may be imposed by any governmental authorities having jurisdiction over the construction of the Project in connection with all approvals and permits;
- (c) the construction of the Project in accordance with the designs, drawings and specifications applicable to the Project;
- (d) the work of all Contractors for the construction of the Project;
- (e) the work of all Contractors so that it is performed in accordance with the Schedule;
- (f) all activities on the Site in a manner that is in the best interests of the Company and does not expose the Company to liability, cost or risk;
- (g) compliance by Contractors with all directions of the Company;

- (h) the work for all personnel working or attending at the Site so that it is performed in accordance with the safety plan provided by the Company;
- (i) the quality control program and provide quality assurance for the construction of the Project;
- (j) the materials handling plan for the Project; and
- (k) the preparation of 'as built' drawings by the Contractors.

4.3. Key Personnel

In providing and performing the Services, the Construction Manager shall use only personnel to perform the Services and Additional Services who have the required levels of skill, experience, competence and, where necessary, qualifications and without limiting the foregoing shall employ the Key Personnel and shall not change or remove any of the said Key Personnel without the express written agreement of the Company such agreement not to be unreasonably withheld.

4.4. Reports

The Construction Manager shall provide the Company with monthly reports detailing the Services and Additional Services provided by the Construction Manager in the preceding month, in a form, and containing information, required by the Company.

4.5. Construction Manager's Representations and Warranties

The Construction Manager acknowledges that that Company has made material reliance on the representation and warranties herein provided in engaging the Construction Manager pursuant to this Agreement and the Construction Manager represents and warrants that:

- (a) the Construction Manager's personnel and all other persons hired by the Construction Manager to perform the Services and Additional Services are, and will be, competent and have the necessary knowledge, skills and experience to fully and properly perform the Services and Additional Services;
- (b) the Services and Additional Services shall be delivered in a planned and logical sequence that is coordinated with the Company's development activities for the Project;
- (c) the Services will be performed efficiently and in the most cost effective manner, consistent with any budgets and estimates for the Services and in accordance with the Schedule;
- (d) the Services will be performed in accordance with the standard of care and skill exercised by, and expected of, first-rate nationally recognized construction managers in projects that are similar in scope, size, complexity and nature; and
- (e) the Services and the Additional Services will, strictly comply with all applicable laws and with generally prevailing and accepted industry standards and practices in the USA.

6. PAYMENT FOR SERVICES AND ADDITIONAL SERVICES

5.1. Payment for Services

The Company, on a monthly basis, and subject to the provision of this Article 5, shall pay the Construction Manager the total of:

- (a) the Personnel Costs; plus
- (b) the Overheads plus
- (c) a pro-rata portion of US\$400,000 being the fee payable to the Construction Manager for providing and performing the Services (the "Fixed Fee").

collectively referred to as the "Construction Management Fee"

5.2. Monthly Payment

On the 25th of every month, the Construction Manager shall submit an application for payment on account of the Services indicating:

- (a) an estimate of the Personnel Costs for the following month for Services with reference to the Staffing Budget indicating the Overheads and the pro-rata portion of the Fixed Fee that will be earned; and
- (b) the actual Personnel Cost for the month in which the application for payment is made.

5.3. Time for Payment

Within 7 days of the receipt thereof, the Company, in its sole discretion acting reasonably, may accept the Construction Manager's calculations referenced in Article 5.2(a) above, or revise the same by substituting the Company's own calculations. Not later than 30 days from the date of the Company's receipt of the Construction Manager's application for payment, and all back up information required or requested by the Company, the Company will pay to the Construction Manager, the amount identified by the Construction Manager pursuant to Article 5.2(a) above, or the amount determined by the Company pursuant to this Article 5.3, adjusted as provided in Article 5.4 below.

5.4. Monthly Adjustments

The monthly amount payable to the Construction Manager on account of the Construction Management Fee will be adjusted to reflect the actual Personnel Costs for the preceding month so that the payment due to the Construction Manager for the current month will be debited or credited by the amount of any overpayment or underpayment in the preceding month.

5.5. Maximum Fixed Fee

Subject to Article 5.6 below, the total Fixed Fee payable by the Company to the Construction Manager shall not, in any event, exceed the Fixed Fee specified in paragraph Article 5.1(c) of this Agreement.

5.6. Changes to the Fixed Fee

If the Company changes the scope of the Project so that the Staffing Budget is increased or decreased by more than 20% of the estimated Personnel Costs, then the Fixed Fee shall be increased or decreased by a pro-rata amount.

5.7. Payment for Additional Services

Unless agreed otherwise by the parties, payment for Additional Services shall be based on the hourly rates identified in Schedule '5' to this Agreement. The Construction Manager shall apply for payment for Additional Services in the same manner, and at the same times as submitting its applications for payment for the Services and shall name the Construction Manager's personnel providing and performing the said Additional Services. The amount claimed for such Additional Services shall be based on the number of hours expended in providing and performing the same multiplied by the hourly rates identified in Schedule '5' to this Agreement. The said hourly rates represent the entire amount payable to the Construction Manager and there shall be no additional mark-up or burden applied to the said hourly rates.

5.8. Method of application for payment

The Construction Manager shall make all applications for payments via airmail, mail or electronic copy, and shall supply any further information or documentation requested by the Company to support the value of any application for payment.

5.9. Method of Payment

All payments made pursuant to this Agreement shall be made by unendorsed bank cheque or other immediately available funds in US Dollars or by such other means as the parties may agree.

6. SAFETY

6.1. Compliance by Personnel

The Construction Manager shall ensure that all persons employed by or under the control of Construction Manager observe and comply with all rules, regulations and directions which may be promulgated or given from time to time by the Company relating to any matter including, but not limited to, the safety of persons and preservation of property and shall ensure that all of the Construction Manager's personnel, and others employed by the Construction Manager for the purposes of providing and performing the Services and Additional Services are aware of, and properly trained in, safety procedures in respect of the Project. All costs incurred in relation to complying with this article shall be paid by the Construction Manager.

6.2. Reporting Accidents

The Construction Manager shall immediately report to the Company any accident, injury or dangerous circumstance occurring or arising in the performance of the Services and Additional Services and any damage to the Company's property or to the property or person of any third party and any act, matter or thing which causes such damage loss or injury and the Construction Manager shall permit and shall procure such further permission as may be necessary for the Company or any person nominated by it to make such inspections and interviews and take such statements from the Construction Manager's personnel as the Company shall think fit for the purposes of determining the causes and effects of such accidents, injuries or dangerous circumstances.

6.3. Serious Accidents

The scope of serious accidents, as such accidents are defined by the United States of America Mine Safety & Health Administration (MSHA), or any Mexican law, must not be disturbed without the prior approval of the Company and all relevant authorities. The Construction Manager shall permit and shall obtain such further permissions as may be necessary for the Company or any person nominated by the Company to make and conduct such inspections and interviews and take such statements from the Construction Manager's personnel and any Sub-consultant and their employees as the Company thinks fit for the purpose of determining the causes and effects of any accident, injury or dangerous circumstances. A full written report detailing the accident itself, its cause and the action taken by Construction Manager to prevent any further occurrence shall be submitted to the Company within twenty-four (24) hours of an accident. The company may direct that additional protective measures be carried out and Construction Manager shall forthwith comply and such direction at its own expense.

7. EQUIPMENT AND SERVICES

7.1. Company Supplied Equipment and Services

The Company shall provide the Construction Manager with the Company Supplied Equipment and Services for the purpose of providing the Services. The equipment must not be used for any other purpose. The Construction Manager shall be responsible for the care and maintenance of such equipment and shall take all steps and measure that are necessary or advisable in order to protect the Company Supplied Equipment and Services from loss or damage. The Construction Manager shall be liable to the Company for any loss of, or damage to, the equipment however caused, except reasonable wear and tear. The Company may deduct the amount of any costs and expenses that the Company incurs as a result of the Construction Manager's failure to care and maintain the Company Supplied Equipment and Services and protect it from loss or damage. The Construction Manager shall return the equipment to the Company upon completion of the Service in the same good working order, repair and condition as such equipment was in at the commencement of the Services, fair wear and tear excepted.

7.2. Construction Manager Supplied Equipment

The Construction Manager shall provide, at its own expense, all equipment necessary to efficiently perform the Services other than the Company Supplied Equipment and Services and shall keep such equipment adequately insured. All such equipment shall be at the risk of the Construction Manager and the Company shall in no event be responsible for loss or damage to the said equipment, howsoever arising.

The Construction Manager must not bring on Site any equipment which is in disrepair or which is not operating according to manufacturers specifications. All such equipment, to the extent reasonable, shall be clearly marked as belonging to the Construction Manager.

8. POLLUTION AND THE ENVIRONMENT

8.1. Awareness

The Construction Manager shall ensure that all persons engaged in performing the Services and Additional Services are fully aware of, and comply with, all laws and other requirements applicable in relation to environment protection and conservation including, without limitation, the Company's Environmental Management Plan as issued from time to time by the Company.

8.2. Existing Flora and Fauna

The Construction Manager shall not cause or permit damage or injury to any existing flora and fauna. Written approval must be obtained before any other flora can be removed, destroyed or damaged.

7.3 Local Title and Heritage

The Construction Manager shall not cause or permit damage or destruction of any heritage site and must comply with all laws and other requirements applicable in relation to heritage matters.

9. ACCOMMODATION AND MESSING

9.1. Accommodation and Messing

The Company will provide suitable accommodation and messing for the Construction Manager's personnel when at Site. Subject to availability, and at the Company's discretion, accommodation may also be made available to the Construction Manager's duly authorised visitors.

9.2. Compliance with Rules and Regulations

The Construction Manager will ensure that the Key and other Personnel shall observe all applicable Site rules and regulations issued by the Company from time to time. The Company reserves the right to withdraw accommodation and messing facilities from any person for non-observance of Site rules.

9.3. Costs of Damage

The Company may charge the Construction Manager for the repair of any damage done to Site accommodation buildings or contents which is shown to have been solely caused by the Construction Manager's personnel or duly authorized visitors which charge shall be a debt due to the Company by the Construction Manager and may at the option of the Company be deducted from any amounts owing by the Company to the Construction Manager.

10. CONFIDENTIAL INFORMATION

10.1. Non Disclosure Obligations

The Construction Manager shall not, disclose to any other person any Confidential Information or use any of that information commercially, or for private gain, or in any way not specifically contemplated under this Agreement and authorized by the Company. The Construction Manager shall also ensure that any and all personnel, and others for whom the Construction Manager is responsible do not disclose any Confidential Information or use any of that information commercially or for private gain or in any way not specifically contemplated under this Agreement and authorized by the Company. The Construction Manager shall not, retain copies of any Confidential Information once the Construction Manager no longer requires the said copies of information in order to provide and perform the Services and Additional Services and shall ensure that any and all of the Construction Manager's personnel, and others for whom the Construction Manager is responsible, do not retain such copies. The obligations of the Construction Manager pursuant to this clause shall not apply to:

- (a) any disclosure where the disclosure is required by law. If the Construction Manager decides that the disclosure is required by law, it must immediately notify the Company of the requirement for the information or property to be disclosed. If the Company objects to the disclosure on the basis that it is not required by law, the Construction Manager must do all things requested by the Company to resist such disclosure at the cost of the Company;
- (b) the disclosure is to an officer or employee of the Construction Manager, and is to the extent that he or she needs to know the Confidential Information. The disclosure must only be made on the express condition that the officer or employee is subject to the same obligation of confidentiality as the Construction Manager;
- (c) the disclosure is reasonably made to a professional legal adviser;
- (d) the Confidential Information is already in the public domain, unless it came into the public domain as a result of a breach of confidentiality; and
- (e) the Company consents in writing to the disclosure. The Company's consent may be subject to the condition that the person to whom the disclosure is made enter into a separate confidentiality agreement with the Company;

10.2. Survival of Non-disclosure Obligations

The obligations of the Construction Manager under this clause survive and continue after the termination of this Agreement.

10.3. Indemnity and Hold Harmless.

The Construction Manager shall hold harmless and indemnify the Company from and against any and all claims against the Company or damages assessed against the Company arising out of the unauthorized disclosure of any Confidential Information contrary to the provisions of this Article 10.

11. WORK PRODUCT

11.1. Ownership

The Work Product, and any partially completed portions thereof, shall at all times belong exclusively to the Company. The Company agrees that it will not use the Work Product for any purpose, except for the execution of the Project, without obtaining the Construction Manager's prior agreement, in writing, and equitably remunerating the Construction Manager therefore.

11.2. Survival of Ownership Rights

The Company's rights in respect of the Work Product shall survive any termination of this Agreement.

11.3. Delivery of Work Product

The Construction Manager shall deliver to the Company, upon its request, all Work Product and all copies of any Work Product and all correspondence produced or received on behalf of the Company and all files, notes and office materials received or developed by the Construction Manager with respect to the Services and Additional Services in the possession of the Construction Manager or any employee or agent thereof at any time during the currency of this Agreement and immediately upon termination of this Agreement.

11.4. Control and Review of Work Product

The Company shall at all times have the right to control and review all Work Product and may, from time to time, impose specific requirements and general provisions setting out items which the Construction Manager must submit to the Company for specific review. Such review by the Company shall not affect or diminish in any way, the obligations and liabilities of the Construction Manager with respect to the Services.

11.5. Further Acts

The Construction Manager and Company shall, at any time, and from time to time hereafter at the request of the other execute all such documents and do all such further acts that may be required in order to vest in the Company ownership and control in the Work Product as described in this Article 11.

12. INSURANCE

12.1. Insurance to be Maintained by the Construction Manager

The Construction Manager, at the Construction Manager's expense, shall take out and maintain, in full force and effect, the following policies of insurance:

- (a) a professional liability insurance policy insuring the Construction Manager and those for whom the Construction Manager is responsible, for negligent acts, errors and/or omissions in providing the Services, with a minimum coverage of US\$ 5,000,000 per claim and a minimum aggregate coverage under the policy of US\$ 5,000,000, to be maintained during the currency of this Agreement and for 60 months following the completion of the Services.
- (b) workers' compensation and any other insurance required by any applicable law in respect of injury or death to the Construction Manager's personnel, and the personnel of persons for whom the Construction Manager is responsible, at the Site and employer's liability/common law insurance in an amount of \$5 million in respect of any person employed or engaged by the Construction Manager or destined to be so employed;
- (c) general third party liability insurance covering the Construction Manager's own operations and legal liabilities, and the operations and legal liabilities of those for whom the Construction Manager is responsible with a minimum coverage of not less than US\$5 million for any one occurrence;
- (d) motor vehicle liability insurance (including applicable "gap" coverages for claims in respect of personal injury or death not covered nor able to be covered by the Insurance otherwise referred to in this Article) in respect of all mechanically propelled vehicles supplied and used by the Construction Manager in connection with carrying out the Services and Additional Services with a minimum coverage of US\$2 million for any one occurrence;
- (e) any additional insurance required by law;

12.2. Certificate of Currency

If requested by the Company, the Construction Manager shall provide a certificate of currency for the insurance policies required to be maintained by the Construction Manager under this Article 12.

12.3. Company May Effect Insurance

If the Construction Manager fails to effect or keep in force any of the insurances required by this Article 12, the Company may:

- (a) effect and keep such insurances in force and pay such premiums as may be necessary for that purpose and may recover as a debt due and payable from the Construction Manager the amount so paid; and

- (b) refuse payment of any amount otherwise due to the Construction Manager until such insurance is obtained by the Construction Manager and policies are made available for inspection by the Company.

13. CONSTRUCTION MANAGER'S INDEMNITY

13.1. Indemnity

The Construction Manager shall bear all risks and liabilities resulting from any and all Services and Additional Services negligently or improperly performed by the Construction Manager or by others for whom the Construction Manager is responsible. The Construction Manager hereby indemnifies the Company and its officers, employees and agents from and against all claims, proceedings, damages, liabilities, losses and expenses, including legal costs, on a full indemnity basis, arising out of:

- (a) errors, omissions or negligent acts by the Construction Manager or anyone for whom it is responsible in connection with the provision of the Services;
- (b) breach of this Agreement;
- (c) infringement of patents, trade marks, copyright and registered designs; and
- (d) failure by the Construction Manager to comply with any laws, regulations or other legal requirements.

13.2. Exclusion of Company's Actions

The Construction Manager is not liable to indemnify the Company for any liability, loss or expense arising out of any claim or proceeding against the Company to the extent that such claim or proceeding is based on the acts or omission of the Company or persons for whom the Company is responsible.

13.3. Limitation of Liability.

The Construction Manager's liability to the Company in respect of any indemnity provided by the Construction Manager pursuant to this Article 13, shall be limited to US\$ 5,000,000 per claim (as that term is defined in the Construction Manager's professional liability insurance policy) and to and aggregate of US\$ 5,000,000. Neither Party shall be liable to the other for any consequential loss or damages or indirect loss, including loss of profits, economic loss, loss of production, loss of contracts, loss of revenue, business interruption or for any special, pecuniary or exemplary loss or damages arising out of or in connection with this Agreement.

14. TERMINATION

14.1. Termination Due to Breach

If either Party to this Agreement (hereinafter referred to as the "Defaulting Party") commits a breach of this Agreement and fails to commence to rectify such breach, if capable of

remedy, within 10 days of receiving written notice from the other Party (hereinafter referred to as the "Non-Defaulting Party") specifying the breach, the Non-Defaulting Party may terminate this Agreement forthwith by sending a written notice stating that the Agreement is terminated to the Defaulting Party. The Agreement will be terminated from the date that the written notice of termination is sent to the Defaulting Party.

14.2. Termination Due to Unsatisfactory Provision of Services

If the Company believes the provision of the Services is unsatisfactory, the Company may give the Construction Manager a written notice specifying the problems and requiring the Construction Manager remedy the unsatisfactory performance of the Services within 3 days, or such longer time as may be specified by the Company, the Company may terminate the Agreement by 7 days notice in writing to the Construction Manager.

14.3. Termination Because Services No Longer Required

If the Company reasonably considers that, having regard to its business needs, the Services are no longer required, it may terminate the Agreement by giving 14 days notice in writing to the Construction Manager. The Company shall pay to the Construction Manager all outstanding amounts for the Services and Additional Services up to the date of termination and any other costs or expenses the Construction Manager is legally liable to pay arising directly from the said termination. In no event shall the Company be responsible for lost profits or lost opportunity costs of the Construction Manager, or those for whom the Construction Manager is responsible, attributable, or related, to the said termination.

14.4. No Compensation on Termination

Other than the direct termination costs payable by the Company under Article 14.3 above, the Construction Manager is not entitled to any compensation or payment for the early termination of this Agreement.

14.5. Delivery of Property and Records on Termination

If this Agreement is terminated, the Construction Manager shall immediately deliver to the Company all Work Product and any other supplies, and equipment used by the Construction Manager in the provision of the Services and Additional Services and belonging to the Company and shall keep confidential any copy of any of the documents or records retained by the Consultant including any information on any computer or in any digital or electronic form.

15. VALUE ADDED AND WITHHOLDING TAX

15.1. Value Added Tax

All fees, amounts and hourly rates referred to in this Agreement, are exclusive of, GST, IVA and/or VAT. The Consultant shall indicate any GST, IVA and/or VAT that is payable by the Company, and collectable by the Consultant on the Consultant's applications for payment and the Company shall pay the said taxes in addition to the Design Fee. The

Consultant shall remit all such taxes as required by the any applicable laws or tax authority, and the parties will cooperate with each other with respect to recovery of such taxes or the mitigation of the same.

15.2. Withholding Tax

Payments to the Construction Manager may be subject to withholding tax and the Company shall be entitled to withhold and remit such withholding tax from payments otherwise due to the Construction Manager. The Construction Manager and the Company agree that they will work cooperatively to minimize and recover any withholding tax for the benefit of the Construction Manager.

16. FORCE MAJEURE

16.1. Procedure

If a Force Majeure Event occurs:

- (a) a Party affected by the Force Majeure Event will notify the other Party in writing as soon as practicable of the Force Majeure Event and the extent to which that Party is unable to comply with its obligations;
- (b) the obligations of a Party under this Agreement will be suspended to the extent that it is wholly or partially precluded from complying with its obligations under this Agreement by the Force Majeure Event and the Schedule will be extended by the duration of the suspension;
- (c) the affected Party will, using all reasonable diligence and endeavours, seek to remedy, avoid or overcome the Force Majeure Event as quickly as is practicable and otherwise seek to minimize any delays which may result from the Force Majeure Event; and
- (d) the affected Party will promptly on the cessation of the Force Majeure Event notify the other Party of the cessation and recommence performance of its obligations under this Agreement.

16.2. Effect of Force Majeure

The Parties acknowledge that in the event of an occurrence of a Force Majeure Event that will prevent the Construction Manager from completing the Services in full, then, after 60 days following start of the Force Majeure, either party will be entitled to terminate the Agreement by giving written notice to the other. The Company shall continue to pay the Personnel Costs without any Overheads or Fixed Fee being applied to the same during the said 60 day period. The Company may thereafter have the Services performed by a person other than the Construction Manager. In no event shall the Company be responsible for lost profits or lost opportunity costs of the Construction Manager, or those for whom the Construction Manager is responsible, attributable, or related, to the said termination.

17. DISPUTES

- (a) If a dispute arises between the Parties arising out of or relating to this Agreement the Party seeking to resolve the dispute must do so strictly in accordance with the provisions of this Article 17. Compliance with the provisions of this article is a condition precedent to seeking relief in any court or tribunal in respect of the dispute.
- (b) A Party seeking to resolve the dispute must notify the existence and nature of the dispute to the other Party (hereinafter referred to as the "Notification"). Upon receipt of a Notification the Parties must refer resolution of the dispute to their respective Senior Executives and those Senior Executives will meet within 7 days and use their best endeavours to resolve the dispute by negotiation.
- (c) If within 30 days of receipt of a Notification, the Parties have been unable to resolve the matter, or to agree a method of resolving the matter, by negotiation, then either Party may commence proceedings in accordance with Article 17(d) below.
- (d) The Parties agree that any claim or dispute between them or against any agent, employee, successor, or assign of the other, whether related to this Agreement or otherwise, and any claim or dispute related to the Agreement or the relationship or duties contemplated under this contract, including the validity of this arbitration clause, shall be resolved by binding arbitration under the rules of the American Arbitration Association. Any award of the arbitrators may be entered as a judgment in any court having jurisdiction, including remedies for repossession, replevin, foreclosure, or other remedies where property would be subject to reclamation or disposition. In the event a court having jurisdiction finds any portion of this Agreement unenforceable, that portion shall not be effective and the remainder of the Agreement shall remain effective. An arbitrator selected by the claimant and an arbitrator selected by respondent shall, within ten days of their appointment, select a third and neutral arbitrator. In the event that they are unable to do so, the Parties shall agree to an independent third party to appoint the third arbitrator.
- (e) Expenses and individual legal fees incurred by the Parties in connection with any such arbitration shall be borne by the Parties as determined by the arbitrators.

18. NOTICES

18.1. Delivery of Notices

All notices required or permitted to be given by one Party to another under this Agreement must be in writing, addressed to the other Party and:

- (a) delivered at that Party's described in Schedule '8' to this Agreement;
- (b) sent by pre-paid mail to that Party's address; or
- (c) transmitted electronically to that Party's address.

18.2. Receipt of Notices

A Notice given to a Party in accordance with Article 16.1 is treated as having been duly given and received:

- (a) when delivered (in the case of its being left at that Party's address);
- (b) on the fifth Business Day after posting
- (c) on the day of transmission if a Business Day, otherwise on the next following Business Day (in the case of it being transmitted by facsimile to the facsimile receiver number of the recipient and a correct and complete transmission report for that transmission being received by the sender); or
- (d) if sent by email, upon receipt by the sender of acknowledgment of receipt from the recipient.

19. PARTIES' REPRESENTATIVES

19.1. Liaison

The Construction Manager will liaise with the Company's Representative or any other person notified to the Construction Manager by the Company from time to time for all matters (including instructions, notifications and authorisations) relating to the Services and Additional Services and this Agreement.

19.2. Notices

Notwithstanding the provisions of Article 18, the Company may issue all Notices under this Agreement to the Construction Manager's Representative and the Construction Manager's Representative will act as the Construction Manager's point of contact for all matters to do with this Agreement. The Construction Manager will promptly inform the Company in writing of any replacement of the Construction Manager's Representative.

20. CHANGES IN SERVICES

20.1. Changes in Services

The Company shall, and from time to time, and at any time, be entitled, add to, or delete from, the Services by giving written direction of the same to the Construction Manager. If any modification or deletion of the Services results in a reduction or an increase in the Staffing Budget, then, subject to Article 5.6 of this Agreement, the Fixed Fee shall be increased or decreased by a pro-rata amount.

21. MISCELLANEOUS

21.1. No Agency

The relationship between the Company and the Construction Manager is that of independent contractors and nothing in this Agreement will be construed so as to create a relationship of employment, agency or partnership between the Company and the

Construction Manager (or any of the directors, partners or personnel of the Construction Manager). The Construction Manager does not have any authority to contract with third parties on behalf of the Company or to otherwise bind the Company without the Company's written agreement.

21.2. Conflict of Interest

The Construction Manager shall ensure that, it and its personnel, have no conflict of interest preventing them from properly and confidentially performing the Services and Additional Services in accordance with this Agreement. Should a conflict of interest, or a potential conflict of interest, arise, the Construction Manager must immediately advise the Company.

21.3. Liability for Sub-consultants

The Construction Manager must not engage any sub-consultant or agent to perform any or all of the Services and Additional Services without the prior consent of the Company. The Construction Manager will ensure that any sub-consultant or agent it engages in connection with this Agreement complies with all applicable terms and conditions of this Agreement. The Construction Manager will indemnify and keep indemnified the Company against any loss or damage arising out of the performance, purported performance or non-performance by any of its sub-consultants or agents.

21.4. Entire Agreement

This Agreement constitutes the entire agreement for the performance of the Services and Additional Services and supersedes all previous arrangements, correspondence, representations, proposals, understandings and communications whether written or oral.

21.5. Waiver

The non-exercise of, or delay in, exercising any power or right of a Party does not operate as a waiver of that power or right. Nor does any single exercise of a power or right preclude any other exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the Party to be bound by the waiver. A waiver of any breach or non-compliance will not be, and will not be deemed to be, a waiver of any other or subsequent breach or non-compliance.

21.6. Severability

Any provision in this Agreement which is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable, and is otherwise capable of being severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Agreement or the validity or unenforceability of that provision in any other jurisdiction.

21.7. Governing Law and Jurisdiction

This Agreement is governed by the laws of the state of New York and the Parties irrevocably submit to the jurisdiction of the courts of the State of New York USA.

21.8. Assignment

The Construction Manager may not assign, otherwise transfer or subcontract any part of its rights or obligations under this Agreement.

21.9. Direct Agreement with Lender

If required to do so, the Construction Manager shall enter into a direct agreement with the lenders under the Project financing for the Project stating that:

- (1) the Construction Manager will continue to comply with the terms of this Agreement notwithstanding any assignment of this Agreement to the lender;
- (2) the Construction Manager consents to the assignment of the benefits of this Agreement to the lender by way of security and any subsequent assignment of the benefits of this Agreement by the lender in connection with the with the enforcement of such security;
- (3) the Construction Manager agrees that it will confirm to the lender that the Agreement is in full force and effect and that there are no outstanding defaults under the Agreement;
- (4) the Construction Manager agrees that any notice of any breach of the Agreement that it issues will be contemporaneously issued to the lender and that such lender shall be permitted, but not obligated, to rectify such breach within 10 days of the receipt of such notice; and
- (5) the lender may enforce this Agreement as if the lender was a party thereto; and

such other terms as the lender may reasonably request and are acceptable to the Construction Manager acting reasonably.

21.10. Entirement

This Agreement will be binding upon and operate for the benefit of the parties hereto and their respective successors and permitted assigns.

EXECUTED BY Compania Minera Dolores S.A. de C.V.
in the presence of:

Signature of witness

Name of witness

Signature of Authorized Representative

Name of Authorized Representative

EXECUTED BY Ausenco International Pty Ltd. (ABN 98 896 016 849)
in the presence of:

Signature of witness

Name of witness

Signature of Authorized Representative

Name of Authorized Representative

SCHEDULE 1 – PROJECT

The "Project" is defined as follows:

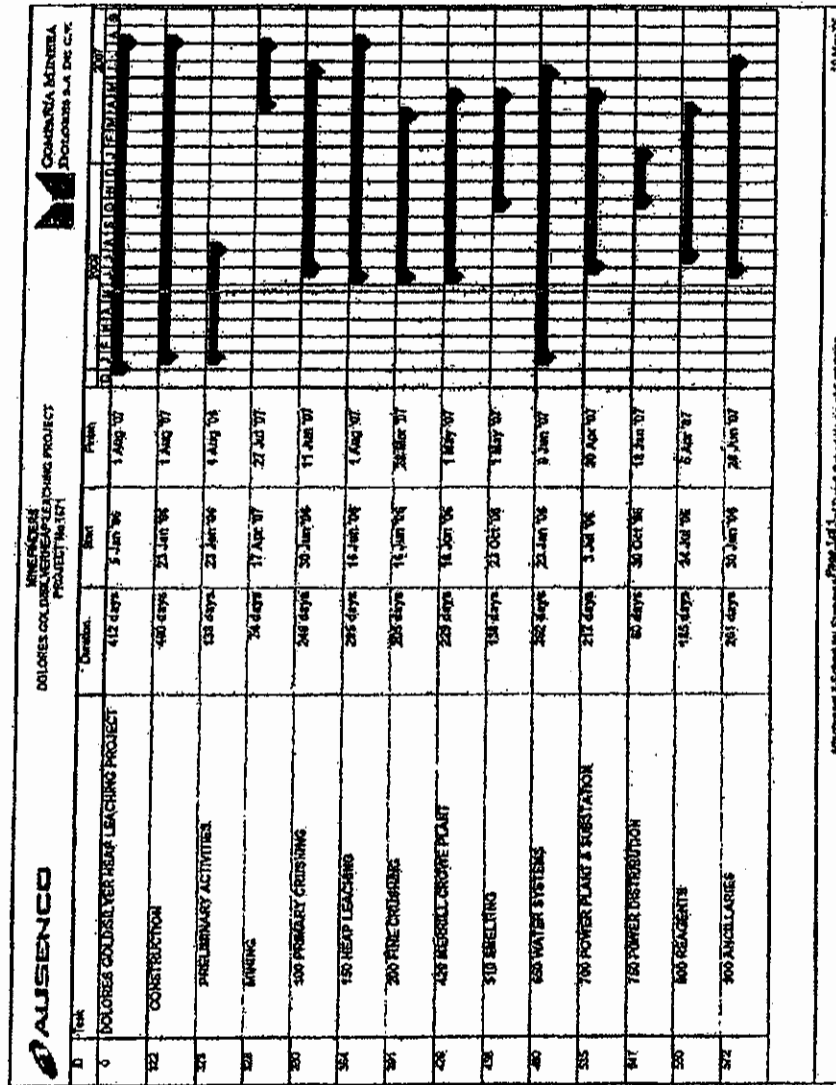
- Leach pad preparation and lining
- Leach pond preparation and lining; solution ponds preparation and lining
- Power plant
- Ancillary Buildings – Truck shop which includes maintenance, fuel station, truck wash, laboratory, warehouse and offices, change house and gate house
- Water Systems: Tutuaca River, Chabacan Reservoir, Ampio Reservoir and old mine and all water systems relating to facilities distribution
- Electrical Distribution
- Process solution lines and pumps
- Concrete for TNT package
- Concrete for Lyntek package
- Facilities, leach pad and process ponds site preparation
- Plant Roads
- Main Camp for construction and operations
- TNT crusher and stacking system, contract negotiated and awarded by the Company for crusher
- Coordination of Lyntek, Merrill Crowe contract negotiated and placed by the Company
- Coordinate Chabacan water and surface diversion

SCHEDULE 2 – ADDITIONAL SERVICES

NOT USED

SCHEDULE 3 – CONSTRUCTION MANAGER'S KEY PERSONNEL

- Carlos Torres
- Benjamin SAEZ
- Enrique Sobrevilla
- Bob Hayes
- Mario Eisenberg
- George Andersen
- Ulises Ilterandi
- Chustemoo Herrera
- Bob Davis
- Steve Ragsdale
- Benjamin Molina
- Richard McRae
- Gary Gantner

SCHEDULE 4 - SCHEDULE

SCHEDULE 5-HOURLY RATES FOR CALCULATING MONTHLY PAYMENTS FOR SERVICES AND ADDITIONAL SERVICES

The Services and Additional Services shall be provided at the rates set out below. These rates do not include the Construction Manager's Overhead and Fixed Fee,

Project Manager	C. Torres	90/hour
Project Control Manager	G. Andersen	90/hour
Site Manager	B. Saenz	80/hour
Resident Engineer	B. Hayes	80/hour
General Superintendent	E. Sobrevilla	70/hour
Project Contracts Manager	M. Eisenberg	90/hour
Elect/Instr. Superintendent	U. Illerandi	40/hour
Mech/Piping Superintendent	(later)	40/HOUR
Contracts Administrator	(later)	40/HOUR
Material Control	A. Alegria	20/HOUR
Project Controls	B. Molina	40/HOUR
Heavy Construction Superintendent	B. Davis	70/hour
Mech/Civil/Piping Engineer	C. Heredia	40/hour
Safety and Security Manager	(later)	40/hour
Security Supervisor	(later)	20/hour
safety supervisor	(later)	20/hour
Scheduler		20/hour
Cost Engineer	(later)	20/hour
Procurement (Mex. City)	(later)	30/HOUR
Procurement Tucson	A. Palafox	50/hour
Controls Clerk Tucson	(later)	20/hour
Administrator Tucson	M. Hawthorne	22/hour
Construction Coordinator	Steve Ragsdale	70/hour
Civil/Structural Consultant	J. Caid	90/hour
Project Sponsor	R. McRae	150/hour
Project Sponsor	G. Gantner	150/hour

All hourly rates are in USD.

Subject to the terms of the Agreement, the maximum allowable Overheads on the above hourly rates representing the Construction Manager's administrative overheads and burden shall be 20%

Expenses for travel, accommodation, living allowances, shall be reimbursed at their actual cost plus 5% for administrative overheads

**SCHEDULE 6 – COMPANY / CONSTRUCTION MANAGER'S
REPRESENTATIVE**

Company's Representative	Todd S. Fayram General Manager Compania Minera Dolores S.A. de C.V. Lázaro de Balgón #2 Parques de San Felipe Chihuahua, Chih. 31203 Mexico Facsimile: 614-426-6566 Email: fayram@minofinders.com
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Consultants Representative	Richard McRae Project Sponsor Ausenco Americas LLC 4005 North Flowing Wells Road Tucson, AZ 85705 Fax (520) 292 2705 E-mail: richard.mcrac@ausenco.com
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SCHEDULE 7 – SENIOR EXECUTIVES

The Senior Executive for the Company is:

Mark Bailey, President, Minersfinders Corporation, Ltd.

The Senior Executive for the Construction Manager is:

Gary Gantner, President, Ausenco Americas

SCHEDULE 8 – ADDRESS FOR DELIVERY OF NOTICES

Company's Address	Compania Minera Dolores S.A. de C.V. Lazaro de Baigorri #2 Parque de San Felipe Chihuahua, Chih. 31203 Mexico Facsimile: 614-426-6566 Email: fayram@minersfinders.com
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Construction Manager's Address	4005 North Flowing Wells Road Tucson, AZ 85705 Fax (520) 292-2705 E-mail: richard.merac@usenco.com
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SCHEDULE 9 -- COMPANY SUPPLIED EQUIPMENT AND SERVICES AND SERVICES

- Accommodation and Messing
 - Vehicles
(Company supplied vehicles for use off the mine site shall be insured by the Company)
 - Office and office supplies including computers, telephones and phone service and furniture
 - Internet, fax and communications services
 - Specific equipment for Quality Assurance and Quality Control
 - Potable water on site
 - Safety supplies
 - Other things that the Company deems necessary for the construction of the Project
-

SCHEDULE 10 - STAFFING BUDGET

Exhibit 2

ENGINEERS & PROJECT MANAGERS



TAX INVOICE

Compania Minera Dolores S.A. de C.V.
Haciendas del Carrizal No 3402 Int 201
Fracc Las Haciendas 3ra Etapa
C.P 31215
Chihuahua, Mexico
MDO-970311-D36

Ausenco International Pty Ltd
ABN 960 9691 6815
2404 Logan Road
Eight Mile Plains
Brisbane • Queensland
4113 • Australia
Phone • 61 7 3112 8200
Fax • 61 7 3841 1421

Job No: 1590

Invoice No: 002311

Issue Date: 17 January 2008

Order No:

Invoice Month: December 2007

Provision of engineering services as per the attached transaction reports.

Labour	295,054.00	USD
Expenses and Sundries	111,125.33	USD
Consultancy Fee - Dec 2007	20,894.00	USD
Dec (20% Labour Charge x \$295054.00)	59,010.80	USD
Less: Dec 2007 - Forecast Ausenco Manhours and Lab Fees	-219,640.00	USD
Less: Dec 2007 - Forecast Ausenco Expenses	-163,272.00	USD
Jan 2008 - Forecast Ausenco Manhours & Lab Fee	374,898.00	USD
Jan 2008 Forecast Ausenco Expenses	111,160.00	USD
	\$ 589,170.13	

Export - No GST Applies

\$ 0.00 USD

Please Note: Payment is to be made by Interbank Electronic Transfer
with fax confirmation to:
Attn: Accounts Receivable Administrator - Facsimile: 61 7 3841 1421

ANZ Bank
A/C Name: Ausenco International Pty Ltd USD A/C
A/C No: 120006USD00001
ANZ Swift Code: ANZBAU3M

Total of Invoice **\$ 589,170.13** USD

Please Note: All invoices are payable 30 days from the date of invoice
Interest may be charged on amounts not paid by the due date
16 February 2008

Signed for Ausenco International Pty Ltd

Customer: Compania Minera Dolores SAdCV

Project: 1590 Dolores Construction Mgmt

Billings up to and including 28-Dec-2007

Invoice No: 002311

Invoice Date: 17-January-2008

Labour

Cost Code	Task	Employee Name	Week End	Rate	Units	Charged
P T MGT	Management Management/Co-C	Antonio MAZZEI	07/12/2007	114.00	70.00	7,980.00
P T MGT	Management Management/Co-C	Antonio MAZZEI	14/12/2007	114.00	70.00	7,980.00
P T MGT	Management Management/Co-C	Antonio MAZZEI	21/12/2007	114.00	70.00	7,980.00
P T MGT	Management Management/Co-C	Antonio MAZZEI	28/12/2007	114.00	56.00	6,384.00
P T MGT	Management Management/Co-C	Matthew LANGRIDGE	21/12/2007	240.00	3.00	720.00
Sub Total: Project Mgt Management/Co-Ordination					269.00	31,044.00
Cost Centre Total: Project Mgt					269.00	31,044.00
S C ENG	Engineering Civil/Concret	Gabino NACIF	07/12/2007	15.00	30.00	450.00
S C ENG	Engineering Civil/Concret	Gabino NACIF	14/12/2007	15.00	55.00	825.00
S C ENG	Engineering Civil/Concret	Gabino NACIF	21/12/2007	15.00	77.00	1,155.00
S C ENG	Engineering Civil/Concret	Gabino NACIF	28/12/2007	15.00	44.00	660.00
S C ENG	Engineering Civil/Concret	Gustavo CORDOVA	07/12/2007	40.00	75.00	3,040.00
S C ENG	Engineering Civil/Concret	Gustavo CORDOVA	14/12/2007	40.00	78.00	3,040.00
S C ENG	Engineering Civil/Concret	Gustavo CORDOVA	21/12/2007	40.00	37.00	1,480.00
S C ENG	Engineering Civil/Concret	Joel MALDONADO	07/12/2007	40.00	30.00	1,200.00
S C ENG	Engineering Civil/Concret	Saad SERNABAZQUEZ	30/11/2007	30.00	77.00	2,310.00
S C ENG	Engineering Civil/Concret	Saad SERNABAZQUEZ	07/12/2007	30.00	74.00	2,220.00
S C ENG	Engineering Civil/Concret	Saad SERNABAZQUEZ	14/12/2007	30.00	19.00	570.00
S C ENG	Engineering Civil/Concret	Saad SERNABAZQUEZ	21/12/2007	30.00	41.00	1,230.00
S C ENG	Engineering Civil/Concret	Saad SERNABAZQUEZ	28/12/2007	30.00	77.00	2,310.00
Sub Total: Site Civil/Concret					713.00	20,490.00
S D SUP	Supervision Safety	James BRAUND	21/12/2007	90.00	68.00	6,120.00
S D SUP	Supervision Safety	James BRAUND	28/12/2007	90.00	56.00	5,040.00
S D SUP	Supervision Safety	Luis RICAUD	07/12/2007	20.00	75.00	1,500.00
S D SUP	Supervision Safety	Luis RICAUD	14/12/2007	20.00	75.00	1,500.00
S D SUP	Supervision Safety	Luis RICAUD	21/12/2007	20.00	63.00	1,260.00
Sub Total: Site Safety					337.00	15,420.00
S E ENG	Engineering Electrical	Rick TRETHOWAN	14/12/2007	85.00	76.00	6,480.00
S E ENG	Engineering Electrical	Rick TRETHOWAN	21/12/2007	85.00	84.00	7,140.00
S E ENG	Engineering Electrical	Rick TRETHOWAN	28/12/2007	85.00	24.00	2,040.00
S E ENG	Engineering Electrical	Tomas MEDINA	14/12/2007	30.00	2.00	60.00
S E ENG	Engineering Electrical	Ulises LLERANDI	07/12/2007	40.00	72.00	2,880.00
S E ENG	Engineering Electrical	Ulises LLERANDI	14/12/2007	40.00	72.00	2,880.00
S E ENG	Engineering Electrical	Ulises LLERANDI	21/12/2007	40.00	8.00	320.00
Sub Total: Site Electrical					338.00	21,780.00
S L PCC	Procurement/Contracts Clerical	Antonio ALEGRIA	07/12/2007	20.00	65.00	1,300.00
S L PCC	Procurement/Contracts Clerical	Antonio ALEGRIA	14/12/2007	20.00	65.00	1,300.00
S L PCC	Procurement/Contracts Clerical	Antonio ALEGRIA	21/12/2007	20.00	65.00	1,300.00
S L PCC	Procurement/Contracts Clerical	Antonio ALEGRIA	28/12/2007	20.00	8.00	160.00
S L PCC	Procurement/Contracts Clerical	Guillermo AGUIRRE	14/12/2007	40.00	19.00	760.00
Sub Total: Site Clerical					222.00	4,820.00
S M SUP	Supervision Mechanical	John LEE-HERRING	14/12/2007	85.00	64.00	5,440.00
S M SUP	Supervision Mechanical	John LEE-HERRING	21/12/2007	85.00	84.00	7,140.00
S M SUP	Supervision Mechanical	John LEE-HERRING	28/12/2007	85.00	28.00	2,380.00
S M SUP	Supervision Mechanical	Jorge LOPEZ	07/12/2007	40.00	65.00	2,600.00
S M SUP	Supervision Mechanical	Jorge LOPEZ	14/12/2007	40.00	65.00	2,600.00
S M SUP	Supervision Mechanical	Jorge LOPEZ	21/12/2007	40.00	57.00	2,280.00
S M SUP	Supervision Mechanical	Jorge LOPEZ	28/12/2007	40.00	8.00	320.00
Sub Total: Site Mechanical					371.00	22,760.00

Customer: Compania Minera Dolores SAdCV

Project: 1590 Dolores Construction Mgmt

Billings up to and including 28-Dec-2007

Invoice No: 002311

Invoice Date: 17-January-2008

S N PCC	Procurement/Contracts Contract	Enrique SOBREVILLA	07/12/2007	80.00	65.00	5,200.00
S N PCC	Procurement/Contracts Contract	Enrique SOBREVILLA	14/12/2007	80.00	45.00	3,600.00
S N PCC	Procurement/Contracts Contract	Enrique SOBREVILLA	21/12/2007	80.00	65.00	5,200.00
S N PCC	Procurement/Contracts Contract	Enrique SOBREVILLA	28/12/2007	80.00	8.00	640.00
S N PCC	Procurement/Contracts Contract	Guillermo AGUIRRE	07/12/2007	40.00	76.00	3,040.00
S N PCC	Procurement/Contracts Contract	Peter BRENNAND	07/12/2007	100.00	58.00	5,800.00
S N PCC	Procurement/Contracts Contract	Peter BRENNAND	14/12/2007	100.00	58.00	5,800.00
Sub Total: Site Contracts Administration					371.00	28,880.00
S O PJC	Project Controls Project Control	Antonio ALATORRE	07/12/2007	40.00	51.00	2,040.00
S O PJC	Project Controls Project Control	Antonio ALATORRE	14/12/2007	40.00	8.00	320.00
S O PJC	Project Controls Project Control	Antonio ALATORRE	21/12/2007	40.00	61.00	2,440.00
S O PJC	Project Controls Project Control	Antonio ALATORRE	28/12/2007	40.00	64.00	2,560.00
S O PJC	Project Controls Project Control	Stefano PANARELLO	07/12/2007	60.00	66.00	5,160.00
S O PJC	Project Controls Project Control	Stefano PANARELLO	14/12/2007	60.00	76.00	4,560.00
S O PJC	Project Controls Project Control	Stefano PANARELLO	28/12/2007	60.00	16.00	960.00
Sub Total: Site Project Controls					362.00	18,040.00
ST ENG	Engineering Management/Co-Or	Frank KISON	07/12/2007	75.00	84.00	6,300.00
ST ENG	Engineering Management/Co-Or	Frank KISON	14/12/2007	75.00	84.00	6,300.00
ST ENG	Engineering Management/Co-Or	Frank KISON	21/12/2007	75.00	84.00	6,300.00
ST ENG	Engineering Management/Co-Or	Frank KISON	28/12/2007	75.00	40.00	3,000.00
ST ENG	Engineering Management/Co-Or	Malcolm SUTHERLAND	07/12/2007	90.00	84.00	7,560.00
ST ENG	Engineering Management/Co-Or	Malcolm SUTHERLAND	14/12/2007	90.00	80.00	7,200.00
ST ENG	Engineering Management/Co-Or	Malcolm SUTHERLAND	21/12/2007	90.00	80.00	7,200.00
ST ENG	Engineering Management/Co-Or	Malcolm SUTHERLAND	28/12/2007	90.00	52.00	4,680.00
ST ENG	Engineering Management/Co-Or	Mark LEPAGE	07/12/2007	100.00	84.00	8,400.00
ST MGT	Management Management/Co-C	Mark LEPAGE	14/12/2007	100.00	84.00	8,400.00
ST MGT	Management Management/Co-C	Mark LEPAGE	21/12/2007	100.00	36.00	3,600.00
ST MGT	Management Management/Co-C	Mark LEPAGE	28/12/2007	100.00	12.00	1,200.00
ST MGT	Management Management/Co-C	Peter TRINKE	30/11/2007	120.00	84.00	10,080.00
ST MGT	Management Management/Co-C	Peter TRINKE	07/12/2007	120.00	85.00	10,200.00
ST MGT	Management Management/Co-C	Peter TRINKE	14/12/2007	120.00	64.00	7,680.00
ST MGT	Management Management/Co-C	Peter TRINKE	28/12/2007	120.00	8.00	960.00
ST ENG	Engineering Management/Co-Or	Tom MARWICK	14/12/2007	90.00	64.00	5,760.00
ST ENG	Engineering Management/Co-Or	Tom MARWICK	21/12/2007	90.00	58.00	5,040.00
ST ENG	Engineering Management/Co-Or	William HOWIE	07/12/2007	90.00	84.00	7,560.00
ST ENG	Engineering Management/Co-Or	William HOWIE	14/12/2007	90.00	80.00	7,200.00
ST ENG	Engineering Management/Co-Or	William HOWIE	21/12/2007	90.00	80.00	7,200.00
Sub Total: Site Management/Co-Ordination					1,409.00	131,820.00
Cost Centre Total: Site					4,123.00	284,010.00
Job Total Dolores Construction Mgmt					4,392.00	295,054.00

Customer: Compania Minera Dolores SAdCV

Project: 1590 Dolores Construction Mgmt

Billings up to and including 28-Dec-2007

Invoice No: 002311

Invoice Date: 17-January-2008

Perdiems

EmployeeName	Weekend	Units	Charged
Antonio ALATORRE	28/12/07	10.00	500.00
Antonio ALEGRIA	07/12/07	7.00	350.00
Antonio ALEGRIA	14/12/07	7.00	350.00
Antonio ALEGRIA	21/12/07	7.00	350.00
Antonio ALEGRIA	28/12/07	1.00	50.00
Enrique SOBREVILLA	14/12/07	12.00	600.00
Enrique SOBREVILLA	21/12/07	7.00	350.00
Gabino NACIF	28/12/07	10.00	500.00
Guillermo AGUIRRE	28/12/07	1.00	50.00
James BRAUND	21/12/07	6.00	300.00
James BRAUND	28/12/07	2.00	100.00
Jorge LOPEZ	21/12/07	7.00	350.00
Peter BRENNAND	14/12/07	14.00	700.00
Stefano PANARELLO	07/12/07	7.00	350.00
Stefano PANARELLO	14/12/07	5.00	250.00
Job Total		103.00	5,150.00

Customer: Compania Minera Dolores SAdCV

Project: 1590 Dolores Construction Mgmt

Billings up to and including 28-Dec-2007

Invoice No: 002311

Invoice Date: 17-January-2008

Expenses and Sundries

Expense	Supplier	Invoice	Date	Description	Charged
Medicals	DRDEBS	071112-20	01/12/07	GLENMATTH DR'S CONSULT & VARIOUS MEDICAL BOOSTER SHOTS	273.20
Medicals	DRDEBS	071127-10	06/12/07	GLENMATTH GLEN MATHYS - CONSULTATION & VACCINATIONS	135.45
Medicals	DRDEBS	071123-54	06/12/07	PETERBREN PETER BRENNARD CONSULTATIONS & VACCINATIONS	327.44
Medicals	DRDEBS	071126-1	06/12/07	PETERBREN PETER BRENNARD - CONSULTATION & VACCINATIONS	62.94
Medicals	DRDEBS	071218-3	21/12/07	CLINTONDO DR'S CONSULT & VARIOUS VACCINATIONS - CLINTON DONKIN	314.91
Site Personnel Work Clothe	YAKKAQLD	9364037	13/12/07	INVOICE NO. 9364037 STONE TROUSERS - GLEN MATTHYS	93.71
Site Personnel Work Clothe	YAKKAQLD	9370649	13/12/07	INVOICE NO. 9370649 HAVIS JACKET - TONY MAZZEI	129.71
Site Personnel Work Clothe	YAKKAQLD	9370649	13/12/07	INVOICE NO. 9370649 HAVIS JACKET - TONY MAZZEI	64.85
Site Personnel Work Clothe	YAKKAQLD	9370606	14/12/07	INVOICE NO. 9370606 STONE TROUSERS - CLINT DONKIN	66.23
Site Personnel Work Clothe	YAKKAQLD	9370606	14/12/07	INVOICE NO. 9370606 HAVIS SHIRTS - CLINT DONKIN	66.35
Site Personnel Work Clothe	YAKKAQLD	9370606	14/12/07	INVOICE NO. 9370606 HAVIS JACKET - CLINT DONKIN	61.62
Telecommunications - Ema	TAMNAT	November 07	05/12/07	ROBERTVOI INTERNET	11.24
Insurance Other	AONRISK	M1177588	01/12/07	TERRY RYAN - EXPATRIATE INSURANCE	-1,698.52
Insurance Other	AONRISK	M1179180	17/12/07	CLINTONDO CLINTON DONKIN - EXPATRIATE INSURANCE	1,445.01
Insurance Other	AONRISK	M1179180	17/12/07	CLINTONDO BROKER / ADMIN FEE	216.58
Miscellaneous Expenses			29/11/07	ENRIQUESO CONTRACTS COPIES	76.44
Miscellaneous Expenses			01/12/07	ENRIQUESO KEY COPIES	7.25
Miscellaneous Expenses			09/12/07	ENRIQUESO CONTRACTS COPIES	26.30
Miscellaneous Expenses			09/12/07	GUILLERMOA TAXI FROM CHIHUAHUA HOTEL TO C	21.29
Consultants Other	TRIPLEH	2282	11/12/07	TECHNICAL ASSISTANCE 22/10/07-30/11/07	10,415.85
Airfares - Domestic			05/12/07	ANTONIO TICKET AIRPLANE (CHIHUAHUA-MEX	223.46
Airfares - Domestic			09/12/07	GUILLERMOA FROM CHIHUAHUA TO MEXICO CITY	276.66
Airfares - Domestic			09/12/07	GUILLERMOA FROM MEXICO CITY TO QUERETARO	119.14
Airfares - Domestic			09/12/07	GUILLERMOA FROM QUERETARO TO CHIHUAHUA CI	210.07
Airfares - Domestic			11/12/07	ANTONIO TICKET AIRPLANE (MEXICO-CHIHUA	272.42
Airfares - Domestic	CTMTRAV	0282605	11/12/07	R. TRETHOWAN NTL - SYD - NTL	257.73
Airfares - Domestic	CTMTRAV	0282605	11/12/07	DOMESTIC FLIGHT CONFIRMATION	25.99
Airfares - Domestic	CTMTRAV	0283313	11/12/07	J. CLEMENTS PER - SYD - PER	1,301.96
Airfares - Domestic	CTMTRAV	0283313	11/12/07	DOMESTIC FLIGHT CONFIRMATION	25.99
Airfares - Domestic			12/12/07	ANTONIOAL AIR TICKET / CHIHUAHUA / MEXIC	223.49
Airfares - Domestic	CTMTRAV	0279268	12/12/07	JAMESBRAU J. BRAUND REISSUE BNE -TSV	66.21
Airfares - Domestic			14/12/07	ENRIQUESO AIRTICKET CHIHUAHUA-TOLUCA	213.88
Airfares - Domestic			21/12/07	ENRIQUESO AIR TICKET TOLUCA-CHIHUAHUA	140.56
Airfares - Domestic	CTMTRAV	0286296	28/12/07	JAMESBRAU DOMESTIC FLIGHT CHANGE CONFIRMATION	27.56
Airfares - International	CTMTRAV	0262850	28/09/07	S.VANFONDERN - MEL/LAX/DAL/LAX/MEL	8,277.67
Airfares - International	CTMTRAV	0261748	28/09/07	ANTONIOMA T.MAZZEI - DAL/CH/DAL	502.27
Airfares - International	CTMTRAV	0261748	28/09/07	ANTONIOMA T.MAZZEI - BNE/SYD/SFO/DAL/SFO/SYD/BNE	8,245.80
Airfares - International	CTMTRAV	0261844	28/09/07	HENRYCIEP H.CIEPLUCHA - DAL/CH/DAL	502.27

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Airfares - International	CTMTRAV	0261844	28/09/07	HENRYCIEP H.CIEPLUCHA - SYD/LAX/DAL/LAX/SYD	8,135.82
Airfares - International	CTMTRAV	0261783	28/09/07	TERRYRYAN T.RYAN - BNE/LAX/DFW/LAX/BNE	7,929.88
Airfares - International	CTMTRAV	0261783	28/09/07	TERRYRYAN T.RYAN - CHI/DAL	262.18
Airfares - International	CTMTRAV	0261783	28/09/07	TERRYRYAN T.RYAN - LAX/HER/CHI	595.04
Airfares - International	CTMTRAV	0280269	07/12/07	ANTONIOMA T. MAZZEI - REISSUE CUU - DFT	129.94
Airfares - International	CTMTRAV	0280269	07/12/07	ANTONIOMA T. MAZZEI - REISSUE DFT - MEL	205.54
Airfares - International	CTMTRAV	0280110	10/12/07	JAMESBRAU J. BRAUND CUU - DALLAS	374.48
Airfares - International	CTMTRAV	0282301	11/12/07	M. LEPAGE REISSUE FLIGHTS	129.16
Airfares - International	CTMTRAV	0282301	11/12/07	M. LEPAGE REISSUE FLIGHTS	205.64
Airfares - International	CTMTRAV	0282605	11/12/07	R. TRETHOWAN SYD - SFO - DFT - SFO - SYD	7,917.53
Airfares - International	CTMTRAV	0282605	11/12/07	R. TRETHOWAN DFT - CUU - DFT	499.99
Airfares - International	CTMTRAV	0283293	11/12/07	J. HERRING MEL - LAX - DFT - LAX - MEL	7,881.70
Airfares - International	CTMTRAV	0283293	11/12/07	J. HERRING LAX - HER - DFT	575.27
Airfares - International	CTMTRAV	0283293	11/12/07	L. HERRING CUU - DFT	280.66
Airfares - International	CTMTRAV	0283313	11/12/07	J. CLEMENTS SYD - SFO - DFT - LAX - SYD	7,580.87
Airfares - International	CTMTRAV	0283313	11/12/07	J. CLEMENTS SFO - DFT - CUU	1,392.53
Airfares - International	CTMTRAV	0283313	11/12/07	J. CLEMENTS CUU - DFT	260.86
Airfares - International	CTMTRAV	0282567	11/12/07	ANTONIOMA T. MAZZEI MEL - SFO - DFT - SFO - MEL	7,903.38
Airfares - International	CTMTRAV	0282567	11/12/07	ANTONIOMA T. MAZZEI DFT - CUU - DFT	499.99
Airfares - International	CTMTRAV	0282346	11/12/07	MARKLEPAG M. LE PAGE BNE - LA - DALLAS - LA - BNE	7,763.31
Airfares - International	CTMTRAV	0282346	11/12/07	MARKLEPAG M. LE PAGE DALLAS - CUU - DALLAS	499.99
Airfares - International	CTMTRAV	0282414	11/12/07	PETERBREN P. BRENNAND REISSUE CUU - DALLAS	129.15
Airfares - International	CTMTRAV	0283587	19/12/07	FLIGHT CHANGE CONFIRMATION	78.75
Airfares - International	CTMTRAV	0283587	19/12/07	J. CLEMENTS SFO - DFT - CUU	972.80
Airfares - International	CTMTRAV	0284202	19/12/07	MALCOLMSU REISSUE DALLAS / LA / SYD	166.16
Airfares - International	CTMTRAV	0284202	19/12/07	MALCOLMSU REISSUE CUU / DALLAS	89.78
Airfares - International	CTMTRAV	0284202	19/12/07	MALCOLMSU FLIGHT CHANGES CONFIRMATION	78.75
Airfares - International	CTMTRAV	0284198	19/12/07	WILLIAMHO H. WILLIAM FLIGHT CHANGES CONFIRMATION	129.15
Airfares - International	CTMTRAV	0286320	28/12/07	J. LEE HERRING REISSUE TICKET	131.51
Airfares - International	CTMTRAV	0286310	28/12/07	J. CLEMENTS REISSUE FLIGHT	144.51
Airfares - International	CTMTRAV	0286268	28/12/07	FRANKISO F. KISON REISSUE DOMESTIC FLIGHT	144.51
Airfares - International	CTMTRAV	0285803	28/12/07	GLENMATTH FLIGHT CANCELLATION CONFIRMATION	59.08
Airfares - International	CTMTRAV	0285803	28/12/07	GLENMATTH FLIGHT CANCELLATION CONFIRMATION	59.08
Airfares - International	CTMTRAV	0286298	28/12/07	JAMESBRAU J. BRAUND REISSUE DOMESTIC FLIGHT	118.32
Airfares - International	CTMTRAV	0286298	28/12/07	JAMESBRAU J. BRAUND REISSUE DOMESTIC FLIGHT	128.96
Airfares - International	CTMTRAV	0286503	28/12/07	PETERBREN P. BRENNAND BNE - SYD - SFO - DFT - SFO - SYD - BNE	7,973.72
Airfares - International	CTMTRAV	0286503	28/12/07	PETERBREN P. BRENNAND DFT - CUU - DFT	611.72
Airfares - International	CTMTRAV	0286333	28/12/07	WILLIAMHO W. HOWIE REISSUE TICKET	131.51
Accommodation - Domestic			18/12/07	GUSTAVOCO HOTEL CHIHUAHUA	95.80
Taxis/Buses/Fares			20/11/07	JORGEALON TAXI HOME-CHIHUAHUA AIRPORT	19.43
Taxis/Buses/Fares			01/12/07	ENRIQUESO TAXI	21.29
Taxis/Buses/Fares	TAMNAT	November 07	05/12/07	ROBERTVOI MISC TAXI:S	165.89
Taxis/Buses/Fares			05/12/07	ANTONIOAL TAXI / CHIHUAHUA / OFFICE TO H	4.85
Taxis/Buses/Fares			06/12/07	ANTONIOAL TAXI / CHIHUAHUA / OFFICE TO H	4.85
Taxis/Buses/Fares			09/12/07	GUILLERMOA TAXI FROM QUERETARO AIRPORT TO	27.10

Customer: Compania Minera Dolores SAdeCV

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Taxi/Buses/Fares			14/12/07	ANTONIO TAXI AIRPORT-OFFICE (CHIHUAHUA	21.39
Taxi/Buses/Fares			15/12/07	ULISESLE TAXI AIRPORT CHIHUAHUA	14.58
Taxi/Buses/Fares			15/12/07	ULISESLE TAXI AIRPORT MEXICO	21.87
Taxi/Buses/Fares			16/12/07	GUSTAVOCO TRAVEL DOLORES-CHIHUAHUA	6.59
Taxi/Buses/Fares			16/12/07	TOLL	
Taxi/Buses/Fares			16/12/07	GUSTAVOCO CHIHUAHUA TAXIL	19.27
Taxi/Buses/Fares			17/12/07	HOTEL-AIRPORT	
Taxi/Buses/Fares			17/12/07	ANTONIOAL TAXI / CHIHUAHUA / OFFICE TO H	4.85
Taxi/Buses/Fares			17/12/07	GUSTAVOCO TAXI MEXICO AIRPORT-HOUSE	12.23
Taxi/Buses/Fares			18/12/07	ANTONIOAL TAXI / CHIHUAHUA / HOME TO OFF	4.85
Travel Other	ABSOTRAN	00000668	01/12/07	TRANSLATIONS PASSPORT - PETERNUTT	55.13
Travel Other	ABSOTRAN	00000668	01/12/07	TRANSLATIONS CV (1069 WORDS) - PETER NUTT	250.19
Travel Other	ABSOTRAN	00000668	01/12/07	TRANSLATIONS BIRTH CERTIFICATE (292	80.48
				WORDS) - MARK HUNTER	
Travel Other	ABSOTRAN	00000668	01/12/07	TRANSLATIONS AUTHENTICATION	47.25
Travel Other	ABSOTRAN	00000668	01/12/07	TRANSLATIONS DHL	78.75
Travel Other	TAMNAT	November 07	05/12/07	ROBERTVOI MISC TRAVEL EXPENSES	29.75
Travel Other			09/12/07	GUILLERMOA AIR TICKET ISSUED	7.02
Job Total					105,975.33

ENGINEERS & PROJECT MANAGERS



TAX INVOICE

Compania Minera Dolores S.A. de C.V.
Haciendas del Carrizal No 3402 Int 201
Fracc Las Haciendas 3ra Etapa
C.P 31215
Chihuahua, Mexico
MDO-970311-D36

Ausenco International Pty Ltd
ABN 986 9601 6619
2404 Logan Road
Eight Mile Plains
Brisbane • Queensland
4113 • Australia
Phone • 61 7 3112 9200
Fax • 61 7 3841 1421

Job No: 1590 Invoice No: 002313
Issue Date: 12 February 2008 Order No:
Invoice Month: January 2008

Provision of engineering services as per the attached transaction reports.

Labour	406,480.00	USD
Expenses and Sundries	15,380.23	USD
Consultancy Fee - Jan 2008	20,834.00	USD
Jan (20% Labour Charge x \$406,480.00)	81,092.00	USD
Less: Jan 2008 - Forecast Ausenco Manhours and Lab Fees	-374,898.00	USD
Less: Jan 2008 - Forecast Ausenco Expenses	-111,160.00	USD
Feb 2008 - Forecast Ausenco Manhours & Lab Fee	410,317.00	USD
Feb 2008 Forecast Ausenco Expenses	175,678.00	USD
	\$ 622,584.23	

Export - No GST Applies \$ 0.00 USD

Please Note: Payment is to be made by Interbank Electronic Transfer
with fax confirmation to:
Attn: Accounts Receivable Administrator - Facsimile: 61 7 3841 1421

ANZ Bank
A/C Name: Ausenco International Pty Ltd USD A/C
A/C No: 120006USD00001
ANZ Swift Code: ANZBAU3M

Total of Invoice \$ 622,584.23 USD

Please Note: All Invoices are payable 30 days from the date of invoice
Interest may be charged on amounts not paid by the due date
13 March 2008

Signed for Ausenco International Pty Ltd

Customer: Compania Minera Dolores SAdCV

Project: 1590 Dolores Construction Mgmt

Billings up to and including 25-Jan-2008

Invoice No: 002313

Invoice Date: 12-February-2008

Labour

Cost Code	Task	Employee Name	Week End	Rate	Units	Charged
P T MGT	Management Management/Co-C	Antonio MAZZEI	11/01/2008	114.00	64.00	7,288.00
P T MGT	Management Management/Co-C	Antonio MAZZEI	18/01/2008	114.00	84.00	9,576.00
P T MGT	Management Management/Co-C	Antonio MAZZEI	25/01/2008	114.00	84.00	9,576.00
P T MGT	Management Management/Co-C	Robert VOISEY	18/01/2008	100.00	2.00	200.00
P T MGT	Management Management/Co-C	Robert VOISEY	25/01/2008	100.00	4.00	400.00
Sub Total: Project Mgt Management/Co-Ordination					238.00	27,048.00
Cost Centre Total: Project Mgt					238.00	27,048.00
S C ENG	Engineering Civil/Concret	Gabino NACIF	04/01/2008	15.00	19.00	285.00
S C ENG	Engineering Civil/Concret	Gabino NACIF	11/01/2008	15.00	30.00	450.00
S C ENG	Engineering Civil/Concret	Gabino NACIF	18/01/2008	15.00	81.00	1,215.00
S C ENG	Engineering Civil/Concret	Gabino NACIF	25/01/2008	15.00	85.00	1,275.00
S C ENG	Engineering Civil/Concret	Gustavo CORDOVA	18/01/2008	40.00	63.00	2,520.00
S C ENG	Engineering Civil/Concret	Gustavo CORDOVA	25/01/2008	40.00	41.00	1,640.00
S C ENG	Engineering Civil/Concret	Joel MALDONANDO	14/12/2007	40.00	73.00	2,920.00
S C ENG	Engineering Civil/Concret	Joel MALDONANDO	21/12/2007	40.00	25.00	1,000.00
S C ENG	Engineering Civil/Concret	Joel MALDONANDO	04/01/2008	40.00	8.00	320.00
S C ENG	Engineering Civil/Concret	Joel MALDONANDO	18/01/2008	40.00	77.00	3,080.00
S C ENG	Engineering Civil/Concret	Joel MALDONANDO	25/01/2008	40.00	77.00	3,080.00
S C ENG	Engineering Civil/Concret	Saeed SERNAVAZQUEZ	04/01/2008	30.00	68.00	1,980.00
S C ENG	Engineering Civil/Concret	Saeed SERNAVAZQUEZ	11/01/2008	30.00	77.00	2,310.00
S C ENG	Engineering Civil/Concret	Saeed SERNAVAZQUEZ	18/01/2008	30.00	77.00	2,310.00
S C ENG	Engineering Civil/Concret	Saeed SERNAVAZQUEZ	25/01/2008	30.00	77.00	2,310.00
S C ENG	Engineering Civil/Concret	Tomas MEDINA	18/01/2008	30.00	8.00	180.00
S C ENG	Engineering Civil/Concret	Tomas MEDINA	25/01/2008	30.00	8.00	180.00
S C ENG	Engineering Civil/Concret	William HOWIE	18/01/2008	90.00	80.00	7,200.00
S C ENG	Engineering Civil/Concret	William HOWIE	25/01/2008	90.00	80.00	7,200.00
Sub Total: Site Civil/Concret					1,048.00	41,455.00
S D SUP	Supervision Safety	Daniel CAREY	25/01/2008	94.00	76.00	7,144.00
S D SUP	Supervision Safety	James BRAUND	04/01/2008	90.00	8.00	720.00
S D SUP	Supervision Safety	James BRAUND	11/01/2008	90.00	84.00	7,560.00
S D SUP	Supervision Safety	James BRAUND	18/01/2008	90.00	84.00	7,560.00
S D SUP	Supervision Safety	James BRAUND	25/01/2008	90.00	84.00	7,560.00
S D SUP	Supervision Safety	Luis RICAUD	11/01/2008	20.00	52.00	1,040.00
S D SUP	Supervision Safety	Luis RICAUD	18/01/2008	20.00	73.00	1,460.00
S D SUP	Supervision Safety	Luis RICAUD	25/01/2008	20.00	18.00	380.00
Sub Total: Site Safety					480.00	33,424.00
S E ENG	Engineering Electrical	Rick TRETHOWAN	04/01/2008	85.00	28.00	2,380.00
S E ENG	Engineering Electrical	Rick TRETHOWAN	11/01/2008	85.00	84.00	7,140.00
S E ENG	Engineering Electrical	Rick TRETHOWAN	18/01/2008	85.00	84.00	7,140.00
S E ENG	Engineering Electrical	Rick TRETHOWAN	25/01/2008	85.00	84.00	7,140.00
Sub Total: Site Electrical					280.00	23,800.00
S L ADM	Admin Clerical	Alisha YOUNG	25/01/2008	30.00	1.00	30.00
S L PCC	Procurement/Contracts Clerical	Guillermo AGUIRRE	11/01/2008	40.00	30.00	1,200.00
S L PCC	Procurement/Contracts Clerical	Guillermo AGUIRRE	18/01/2008	40.00	78.00	3,040.00
S L PCC	Procurement/Contracts Clerical	Guillermo AGUIRRE	25/01/2008	40.00	78.00	3,040.00
S L PCC	Procurement/Contracts Clerical	Peter BRENNAND	30/11/2007	100.00	10.00	1,000.00
S L ADM	Admin Clerical	Valerie THUBRON	25/01/2008	22.00	1.50	33.00
Sub Total: Site Clerical					184.50	8,343.00
S M SUP	Supervision Mechanical	John LEE-HERRING	04/01/2008	85.00	28.00	2,380.00
S M SUP	Supervision Mechanical	John LEE-HERRING	11/01/2008	85.00	84.00	7,140.00

Customer: Compania Minera Dolores SAdCV

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S M SUP	Supervision Mechanical	John LEE-HERRING	18/01/2008	85.00	78.00	6,715.00
S M SUP	Supervision Mechanical	John LEE-HERRING	25/01/2008	85.00	78.00	6,715.00
S M SUP	Supervision Mechanical	Jorge LOPEZ	04/01/2008	40.00	28.00	1,120.00
S M SUP	Supervision Mechanical	Jorge LOPEZ	11/01/2008	40.00	65.00	2,600.00
S M SUP	Supervision Mechanical	Jorge LOPEZ	18/01/2008	40.00	65.00	2,600.00
S M SUP	Supervision Mechanical	Jorge LOPEZ	25/01/2008	40.00	65.00	2,600.00
Sub Total: Site Mechanical					493.00	31,870.00
S N PCC	Procurement/Contracts Contract	Enrique SOBREVILLA	04/01/2008	80.00	20.00	1,600.00
S N PCC	Procurement/Contracts Contract	Enrique SOBREVILLA	11/01/2008	80.00	65.00	5,200.00
S N PCC	Procurement/Contracts Contract	Enrique SOBREVILLA	18/01/2008	80.00	65.00	5,200.00
S N PCC	Procurement/Contracts Contract	Enrique SOBREVILLA	25/01/2008	80.00	65.00	5,200.00
S N PCC	Procurement/Contracts Contract	Peter BRENNAND	07/12/2007	100.00	14.00	1,400.00
S N PCC	Procurement/Contracts Contract	Peter BRENNAND	14/12/2007	100.00	8.00	800.00
S N PCC	Procurement/Contracts Contract	Peter BRENNAND	11/01/2008	100.00	49.00	4,900.00
S N PCC	Procurement/Contracts Contract	Peter BRENNAND	18/01/2008	100.00	70.00	7,000.00
S N PCC	Procurement/Contracts Contract	Peter BRENNAND	25/01/2008	100.00	70.00	7,000.00
Sub Total: Site Contracts Administration					428.00	38,300.00
S O PJC	Project Controls Project Control	Antonio ALATORRE	04/01/2008	40.00	72.00	2,880.00
S O PJC	Project Controls Project Control	Antonio ALATORRE	11/01/2008	40.00	74.00	2,960.00
S O PJC	Project Controls Project Control	Antonio ALATORRE	18/01/2008	40.00	52.00	2,080.00
S O PJC	Project Controls Project Control	Antonio ALATORRE	25/01/2008	40.00	8.00	320.00
S O PJC	Project Controls Project Control	Stefano PANARELLO	04/01/2008	80.00	87.50	5,250.00
S O PJC	Project Controls Project Control	Stefano PANARELLO	11/01/2008	80.00	97.00	5,820.00
S O PJC	Project Controls Project Control	Stefano PANARELLO	18/01/2008	80.00	99.00	5,940.00
S O PJC	Project Controls Project Control	Stefano PANARELLO	25/01/2008	80.00	94.50	5,870.00
Sub Total: Site Project Controls					684.00	30,920.00
ST ENG	Engineering Management/Co-Or	Clinton DONKIN	11/01/2008	100.00	58.00	5,800.00
ST ENG	Engineering Management/Co-Or	Clinton DONKIN	18/01/2008	100.00	80.00	8,000.00
ST ENG	Engineering Management/Co-Or	Clinton DONKIN	25/01/2008	100.00	80.00	8,000.00
ST ENG	Engineering Management/Co-Or	Frank KISON	04/01/2008	75.00	28.00	2,100.00
ST ENG	Engineering Management/Co-Or	Frank KISON	11/01/2008	75.00	70.00	5,250.00
ST ENG	Engineering Management/Co-Or	Frank KISON	18/01/2008	75.00	82.00	6,150.00
ST ENG	Engineering Management/Co-Or	Frank KISON	25/01/2008	75.00	80.00	6,000.00
ST ENG	Engineering Management/Co-Or	Joel MALDONADO	11/01/2008	40.00	44.00	1,760.00
ST MGT	Management Management/Co-C	John CLEMENTS	14/12/2007	120.00	52.00	6,240.00
ST MGT	Management Management/Co-C	John CLEMENTS	21/12/2007	120.00	80.00	9,600.00
ST MGT	Management Management/Co-C	John CLEMENTS	28/12/2007	120.00	84.00	10,080.00
ST MGT	Management Management/Co-C	John CLEMENTS	04/01/2008	120.00	40.00	4,800.00
ST ENG	Engineering Management/Co-Or	Malcolm SUTHERLAND	11/01/2008	90.00	78.00	6,840.00
ST ENG	Engineering Management/Co-Or	Malcolm SUTHERLAND	18/01/2008	90.00	80.00	7,200.00
ST ENG	Engineering Management/Co-Or	Malcolm SUTHERLAND	25/01/2008	90.00	80.00	7,200.00
ST MGT	Management Management/Co-C	Peter TRINKE	04/01/2008	120.00	68.00	8,160.00
ST MGT	Management Management/Co-C	Peter TRINKE	11/01/2008	120.00	84.00	10,080.00
ST MGT	Management Management/Co-C	Peter TRINKE	18/01/2008	120.00	84.00	10,080.00
ST MGT	Management Management/Co-C	Peter TRINKE	25/01/2008	120.00	78.00	9,360.00
ST ENG	Engineering Management/Co-Or	Tom MARWICK	04/01/2008	90.00	40.00	3,600.00
ST ENG	Engineering Management/Co-Or	Tom MARWICK	11/01/2008	90.00	64.00	5,760.00
ST ENG	Engineering Management/Co-Or	Tom MARWICK	18/01/2008	90.00	84.00	7,560.00
ST ENG	Engineering Management/Co-Or	Tom MARWICK	25/01/2008	90.00	84.00	7,560.00
ST ENG	Engineering Management/Co-Or	William HOWIE	28/12/2007	90.00	40.00	3,600.00
ST ENG	Engineering Management/Co-Or	William HOWIE	04/01/2008	90.00	28.00	2,520.00
ST ENG	Engineering Management/Co-Or	William HOWIE	11/01/2008	90.00	80.00	7,200.00
Sub Total: Site Management/Co-Ordination					1,748.00	170,300.00
Cost Centre Total: Site					5,251.50	378,412.00

Customer: Compania Minera Dolores SAdeCV

Project: 1590 Dolores Construction Mgmt

Billings up to and including 25-Jan-2008

Invoice No: 002313

Invoice Date: 12-February-2008

Job Total	Dolores Construction Mgmt	5,489.50	405,480.00
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Customer: Compania Minera Dolores SAdCV

Project: 1590 Dolores Construction Mgmt

Billings up to and including 25-Jan-2008

Invoice No: 002313

Invoice Date: 12-February-2008

Perdiems

EmployeeName	Weekend	Units	Charged
Antonio ALATORRE	11/01/08	7.00	350.00
Daniel CAREY	25/01/08	1.00	50.00
Enrique SOBREVILLA	04/01/08	4.00	200.00
Enrique SOBREVILLA	11/01/08	7.00	350.00
Enrique SOBREVILLA	18/01/08	7.00	350.00
Enrique SOBREVILLA	25/01/08	7.00	350.00
Guillermo AGUIRRE	18/01/08	1.00	50.00
James BRAUNO	04/01/08	1.00	50.00
James BRAUNO	18/01/08	6.00	300.00
Jorge LOPEZ	04/01/08	3.00	150.00
Jorge LOPEZ	11/01/08	5.00	250.00
Peter BRENNAND	11/01/08	5.00	250.00
Peter BRENNAND	25/01/08	19.00	950.00
Peter TRINKE	04/01/08	4.00	200.00
Stefano PANARELLO	04/01/08	6.00	300.00
Stefano PANARELLO	25/01/08	14.00	700.00
Tom MARWICK	04/01/08	5.00	250.00
Tom MARWICK	05/10/07	2.00	100.00
Job Total		104.00	5,200.00

Customer: Compania Minera Dolores SAdCV

Project: 1590 Dolores Construction Mgmt

Billings up to and including 25-Jan-2008

Invoice No: 002313

Invoice Date: 12-February-2008

Expenses and Sundries

Expense	Supplier	Invoice	Date	Description	Charged
Medicals	DRDEBS	071219-78	28/12/07	PETERBREN DR'S CONSULT & HEP B BOOSTERVAX - PETER BRENNAND	33.08
Site Personnel Work Clothe	YAKKAQLD	9373771	18/12/07	INVOICE NO. 9373771 HIVIS SHIRT - RICK TRETHOWAN	28.79
Site Personnel Work Clothe	YAKKAQLD	9388739	28/12/07	INVOICE NO. 9388739 HIVIS JACKET - RICK TRETHOWAN	64.85
Site Personnel Work Clothe	YAKKAQLD	9388739	28/12/07	INVOICE NO. 9388739 STONE TROUSERS - RICK TRETHOWAN	93.71
Site Personnel Work Clothe	CLINTDON	090108	22/01/08	CLINTONDO SAFETY BOOTS FOR SITE	59.42
Telecommunications - Mobil	PETEBREN	040108	18/01/08	PETERBREN MOBILE PHONE COSTS	330.88
Consultants Other	TRIPLEH	2269	16/01/08	DESIGN & ENGINEERING SVC'S DOLORES DEC 07	4,901.98
Airfares - Domestic	CTMTRAV	0286328	28/12/07	R. TRETHOWAN REISSUE SYD - NTL	22.84
Airfares - Domestic	CTMTRAV	0286328	28/12/07	R. TRETHOWAN REISSUE SYD - NTL	4.73
Airfares - Domestic	CTMTRAV	0286328	28/12/07	R. TRETHOWAN REISSUE SYD - NTL	13.00
Airfares - Domestic	CTMTRAV	0286322	28/12/07	MALCOLMSU DOMESTIC CHANGE CONFIRMATION	13.00
Airfares - Domestic	CTMTRAV	0287874	08/01/08	JAMESBRAU J. BRAUND TSV - BNE - TSV	238.54
Airfares - Domestic	CTMTRAV	0287874	08/01/08	JAMESBRAU J. BRAUND TSV - BNE - TSV	25.99
Airfares - International	CTMTRAV	0286328	28/12/07	R. TRETHOWAN FLIGHT CHANGES	131.51
Airfares - International	CTMTRAV	0286322	28/12/07	MALCOLMSU M. SUTHERLAND REISSUE DALLASFT WORTH	131.51
Airfares - International	CTMTRAV	0287874	08/01/08	JAMESBRAU J. BRAUND BNE - LAX - DFT - LAX - BNE	8,089.41
Airfares - International	CTMTRAV	0287874	08/01/08	JAMESBRAU J. BRAUND DFT - CUU - DFT	504.58
Airfares - International	CTMTRAV	0288427	09/01/08	MARKLEPAG INTERNATIONAL REFUND CONFIRMATION	59.08
Airfares - International	CTMTRAV	0288427	09/01/08	MARKLEPAG INTERNATIONAL REFUND CONFIRMATION	59.08
Airfares - International	CTMTRAV	0288775	16/01/08	J. CLEMENTS REFUND SFO - DFT - CUU	-1,269.53
Airfares - International	CTMTRAV	0289385	16/01/08	GLENMATTH REFUND - DFT / CUU / DFT	-334.85
Airfares - International	CTMTRAV	0289981	16/01/08	GLENMATTH REFUND - BNE / LAX / DFT / LAX / BNE	-7,547.20
Airfares - International	CTMTRAV	0289421	16/01/08	MARKLEPAG DALLAS / CUU / DALLAS REFUND	-344.85
Airfares - International	CTMTRAV	0289421	16/01/08	MARKLEPAG BNE / LA / DALLAS / LA / BNEREFUND	-531.93
Airfares - International	CLINTDON	090108	22/01/08	CLINTONDO AIRFARES	5,177.39
Motor Vehicle Hire	HERTZAMX	012278643364	01/12/07	ROBERTVOI HERTZ CAR HIRE 24/08 - 27/08 B. VOISEY	264.30
Job Total					10,160.23

ENGINEERS & PROJECT MANAGERS



TAX INVOICE

Compania Minera Dolores S.A. de C.V.
 Haciendas del Carrizal No 3402 Int 201
 Fracc Las Haciendas 3ra Etapa
 C.P 31215
 Chihuahua, Mexico
 MDO-970311-D36

Ausenco International Pty Ltd
 ABN 980 9601 6849
 2404 Logan Road
 Eight Mile Plains
 Brisbane • Queensland
 4113 • Australia
 Phone • 61 7 3112 8208
 Fax • 61 7 3841 1421

Job No: 1590

Invoice No: 002487

Issue Date: 25 March 2008

Order No:

Invoice Month: February 2008

Provision of engineering services as per the attached transaction reports.

Labour	425,283.53	USD
Expenses and Sundries	111,048.19	USD
Consultancy Fee - Feb 2008	20,834.00	USD
Feb (20% Labour Charge x \$425,283.53	85,056.71	USD
Less: Feb 2008 - Forecast Ausenco Manhours and Lab Fees	-410,317.00	USD
Less: Feb 2008 - Forecast Ausenco Expenses	-175,578.00	USD
Mar 2008 - Forecast Ausenco Manhours & Lab Fee	289,153.00	USD
Mar 2008 Forecast Ausenco Expenses	75,202.00	USD
	\$ 400,679.43	

Export - No GST Applies

\$ 0.00 USD

Please Note:

Payment is to be made by Interbank Electronic Transfer
 with fax confirmation to:
 Attn: Accounts Receivable Administrator - Facsimile: 61 7 3841
 ANZ Bank
 A/C Name: Ausenco International Pty Ltd USD A/C
 A/C No: 120006USD00091
 ANZ Swift Code: ANZBAU3M

Total of Invoice \$ 400,679.43 USD

Please Note: All Invoices are payable 30 days from the date of invoice
 Interest may be charged on amounts not paid by the due date
 24 April 2008

Signed for Ausenco International Pty Ltd

Customer: Compania Minera Dolores SAdCV

Project: 1590 Dolores Construction Mgmt

Billings up to and including 29-Feb-2008

Invoice No: 002487

Invoice Date: 25-March-2008

Labour

Cost Code	Task	Employee Name	Week End	Rate	Units	Charged
P T MGT	Management Management/Co-C	Antonio MAZZEI	01/02/2008	100.00	84.00	8,400.00
P T MGT	Management Management/Co-C	Antonio MAZZEI	08/02/2008	100.00	84.00	8,400.00
P T MGT	Management Management/Co-C	Antonio MAZZEI	15/02/2008	100.00	84.00	8,400.00
P T MGT	Management Management/Co-C	Antonio MAZZEI	22/02/2008	100.00	74.00	7,400.00
P T MGT	Management Management/Co-C	Antonio MAZZEI	29/02/2008	100.00	40.00	4,000.00
P T MGT	Management Management/Co-C	Robert VOISEY	01/02/2008	100.00	4.00	400.00
P T MGT	Management Management/Co-C	Robert VOISEY	08/02/2008	100.00	4.00	400.00
P T MGT	Management Management/Co-C	Robert VOISEY	15/02/2008	100.00	9.00	900.00
P T MGT	Management Management/Co-C	Robert VOISEY	22/02/2008	100.00	2.00	200.00
P T MGT	Management Management/Co-C	Robert VOISEY	29/02/2008	100.00	2.00	200.00
Sub Total: Project Mgt Management/Co-Ordination					387.00	38,700.00
Cost Centre Total: Project Mgt					387.00	38,700.00
S C ENG	Engineering Civil/Concret	Gabino NACIF	01/02/2008	15.00	85.00	1,275.00
S C ENG	Engineering Civil/Concret	Gabino NACIF	08/02/2008	15.00	8.00	120.00
S C ENG	Engineering Civil/Concret	Gabino NACIF	15/02/2008	15.00	90.00	1,350.00
S C ENG	Engineering Civil/Concret	Gabino NACIF	22/02/2008	15.00	83.00	1,245.00
S C ENG	Engineering Civil/Concret	Gabino NACIF	29/02/2008	15.00	85.00	1,275.00
S C ENG	Engineering Civil/Concret	Joel MALDONANDO	01/02/2008	40.00	69.00	2,759.83
S C ENG	Engineering Civil/Concret	Joel MALDONANDO	08/02/2008	40.00	41.00	1,639.80
S C ENG	Engineering Civil/Concret	Joel MALDONANDO	15/02/2008	40.00	72.00	2,879.83
S C ENG	Engineering Civil/Concret	Joel MALDONANDO	22/02/2008	40.00	72.00	2,879.83
S C ENG	Engineering Civil/Concret	Joel MALDONANDO	29/02/2008	40.00	77.00	3,079.81
S C ENG	Engineering Civil/Concret	Michel NASHED	29/02/2008	94.00	1.00	94.00
S C ENG	Engineering Civil/Concret	Saeed SERNAVAZQUEZ	01/02/2008	30.00	30.00	900.00
S C ENG	Engineering Civil/Concret	Saeed SERNAVAZQUEZ	08/02/2008	30.00	42.00	1,260.00
S C ENG	Engineering Civil/Concret	Saeed SERNAVAZQUEZ	15/02/2008	30.00	77.00	2,310.00
S C ENG	Engineering Civil/Concret	Saeed SERNAVAZQUEZ	22/02/2008	30.00	77.00	2,310.00
S C ENG	Engineering Civil/Concret	Saeed SERNAVAZQUEZ	29/02/2008	30.00	30.00	900.00
S C ENG	Engineering Civil/Concret	Tomas MEDINA	01/02/2008	30.00	9.00	270.00
S C ENG	Engineering Civil/Concret	Tomas MEDINA	08/02/2008	30.00	10.00	300.00
S C ENG	Engineering Civil/Concret	Tomas MEDINA	15/02/2008	30.00	9.00	270.00
S C ENG	Engineering Civil/Concret	Tomas MEDINA	22/02/2008	30.00	9.00	270.00
S C ENG	Engineering Civil/Concret	Tomas MEDINA	29/02/2008	30.00	14.00	420.00
S C ENG	Engineering Civil/Concret	William HOWIE	01/02/2008	90.00	80.00	7,200.00
S C ENG	Engineering Civil/Concret	William HOWIE	08/02/2008	90.00	84.00	7,560.00
S C ENG	Engineering Civil/Concret	William HOWIE	15/02/2008	90.00	84.00	7,560.00
S C ENG	Engineering Civil/Concret	William HOWIE	22/02/2008	90.00	28.00	2,520.00
S C ENG	Engineering Civil/Concret	William HOWIE	29/02/2008	90.00	40.00	3,600.00
Sub Total: Site Civil/Concret					1,306.00	56,248.20
S D SUP	Supervision Safety	James BRAUND	01/02/2008	90.00	84.00	7,560.00
S D SUP	Supervision Safety	James BRAUND	08/02/2008	90.00	84.00	7,560.00
S D SUP	Supervision Safety	James BRAUND	15/02/2008	90.00	80.00	7,200.00
S D SUP	Supervision Safety	James BRAUND	22/02/2008	90.00	18.00	1,440.00
S D SUP	Supervision Safety	James BRAUND	29/02/2008	90.00	18.00	1,440.00
S D SUP	Supervision Safety	Luis RICAUD	01/02/2008	20.00	75.00	1,499.83
S D SUP	Supervision Safety	Luis RICAUD	08/02/2008	20.00	28.00	658.88
S D SUP	Supervision Safety	Luis RICAUD	15/02/2008	20.00	62.00	1,039.74
S D SUP	Supervision Safety	Luis RICAUD	22/02/2008	20.00	78.00	1,519.82
S D SUP	Supervision Safety	Luis RICAUD	29/02/2008	20.00	78.00	1,519.82
Sub Total: Site Safety					587.00	31,338.47
S E ENG	Engineering Electrical	Rick TRETOWAN	01/02/2008	85.00	84.00	7,140.00

Customer: Compania Minera Dolores SAdeCV

Project: 1590 Dolores Construction Mgmt

Billings up to and including 29-Feb-2008

Invoice No: 002487

Invoice Date: 25-March-2008

S E ENG	Engineering Electrical	Rick TRETHOWAN	08/02/2008	85.00	84.00	7,140.00
S E ENG	Engineering Electrical	Rick TRETHOWAN	15/02/2008	85.00	84.00	7,140.00
S E ENG	Engineering Electrical	Rick TRETHOWAN	22/02/2008	85.00	18.00	1,380.00
Sub Total: Site Electrical				265.00		22,760.00
S L PCC	Procurement/Contracts Clerical	Guillermo AGUIRRE	01/02/2008	40.00	75.00	2,999.81
S L PCC	Procurement/Contracts Clerical	Guillermo AGUIRRE	08/02/2008	40.00	53.00	2,119.87
S L PCC	Procurement/Contracts Clerical	Guillermo AGUIRRE	15/02/2008	40.00	8.00	319.88
S L PCC	Procurement/Contracts Clerical	Guillermo AGUIRRE	22/02/2008	40.00	77.00	3,079.81
S L PCC	Procurement/Contracts Clerical	Guillermo AGUIRRE	29/02/2008	40.00	77.00	3,079.81
Sub Total: Site Clerical				200.00		11,598.28
S M SUP	Supervision Mechanical	John LEE-HERRING	01/02/2008	85.00	79.00	6,715.00
S M SUP	Supervision Mechanical	John LEE-HERRING	08/02/2008	85.00	80.00	8,800.00
S M SUP	Supervision Mechanical	John LEE-HERRING	15/02/2008	85.00	78.00	6,480.00
S M SUP	Supervision Mechanical	John LEE-HERRING	22/02/2008	85.00	8.00	680.00
S M SUP	Supervision Mechanical	John LEE-HERRING	29/02/2008	85.00	85.00	5,625.00
S M SUP	Supervision Mechanical	Jorge LOPEZ	01/02/2008	40.00	65.00	2,800.00
S M SUP	Supervision Mechanical	Jorge LOPEZ	08/02/2008	40.00	18.00	720.00
S M SUP	Supervision Mechanical	Jorge LOPEZ	15/02/2008	40.00	58.00	2,320.00
S M SUP	Supervision Mechanical	Jorge LOPEZ	22/02/2008	40.00	65.00	2,800.00
S M SUP	Supervision Mechanical	Jorge LOPEZ	29/02/2008	40.00	65.00	2,800.00
Sub Total: Site Mechanical				679.00		37,020.00
S N PCC	Procurement/Contracts Contract	Enrique SOBREVILLA	01/02/2008	80.00	65.00	5,199.68
S N PCC	Procurement/Contracts Contract	Enrique SOBREVILLA	08/02/2008	80.00	38.00	3,039.81
S N PCC	Procurement/Contracts Contract	Enrique SOBREVILLA	15/02/2008	80.00	65.00	5,199.68
S N PCC	Procurement/Contracts Contract	Enrique SOBREVILLA	22/02/2008	80.00	65.00	5,199.68
S N PCC	Procurement/Contracts Contract	Enrique SOBREVILLA	29/02/2008	80.00	65.00	5,199.68
S N PCC	Procurement/Contracts Contract	Peter BRENNAND	01/02/2008	100.00	64.00	6,400.00
Sub Total: Site Contracts Administration				382.00		30,238.53
S O PJC	Project Controls Project Controls	Antonio ALATORRE	01/02/2008	40.00	78.00	3,039.81
S O PJC	Project Controls Project Controls	Antonio ALATORRE	08/02/2008	40.00	75.00	2,899.82
S O PJC	Project Controls Project Controls	Antonio ALATORRE	15/02/2008	40.00	83.00	3,319.79
S O PJC	Project Controls Project Controls	Antonio ALATORRE	22/02/2008	40.00	84.00	3,359.79
S O PJC	Project Controls Project Controls	Antonio ALATORRE	29/02/2008	40.00	68.00	2,639.84
S O PJC	Project Controls Project Controls	Stefano PANARELLO	01/02/2008	60.00	95.00	5,700.00
S O PJC	Project Controls Project Controls	Stefano PANARELLO	08/02/2008	60.00	83.50	3,810.00
S O PJC	Project Controls Project Controls	Stefano PANARELLO	29/02/2008	60.00	80.00	4,800.00
Sub Total: Site Project Controls				622.50		29,869.05
S T ENG	Engineering Management/Co-Or	Clinton DONKIN	01/02/2008	100.00	84.00	8,400.00
S T ENG	Engineering Management/Co-Or	Clinton DONKIN	08/02/2008	100.00	84.00	8,400.00
S T ENG	Engineering Management/Co-Or	Clinton DONKIN	15/02/2008	100.00	82.00	8,200.00
S T ENG	Engineering Management/Co-Or	Clinton DONKIN	22/02/2008	100.00	84.00	8,400.00
S T ENG	Engineering Management/Co-Or	Clinton DONKIN	29/02/2008	100.00	84.00	8,400.00
S T ENG	Engineering Management/Co-Or	Frank KISON	01/02/2008	75.00	84.00	6,300.00
S T ENG	Engineering Management/Co-Or	Frank KISON	08/02/2008	75.00	84.00	6,300.00
S T ENG	Engineering Management/Co-Or	Frank KISON	15/02/2008	75.00	84.00	6,300.00
S T ENG	Engineering Management/Co-Or	Frank KISON	22/02/2008	75.00	84.00	6,300.00
S T ENG	Engineering Management/Co-Or	Frank KISON	29/02/2008	75.00	84.00	6,300.00
S T ENG	Engineering Management/Co-Or	Malcolm SUTHERLAND	01/02/2008	90.00	80.00	7,200.00
S T ENG	Engineering Management/Co-Or	Malcolm SUTHERLAND	08/02/2008	90.00	80.00	7,200.00
S T ENG	Engineering Management/Co-Or	Malcolm SUTHERLAND	15/02/2008	90.00	81.00	7,290.00
S T ENG	Engineering Management/Co-Or	Malcolm SUTHERLAND	22/02/2008	90.00	80.00	7,200.00
S T ENG	Engineering Management/Co-Or	Malcolm SUTHERLAND	29/02/2008	90.00	90.00	8,100.00
S T MGT	Management Management/Co-Or	Peter TRINKE	01/02/2008	120.00	84.00	10,080.00
S T MGT	Management Management/Co-Or	Peter TRINKE	08/02/2008	120.00	16.00	1,920.00

Customer: Compania Minera Dolores SAdeCV

Project: 1590 Dolores Construction Mgmt

Billings up to and including 29-Feb-2008

Invoice No: 002487

Invoice Date: 25-March-2008

ST MGT	Management Management/Co-Ordination	Peter TRINKE	29/02/2008	120.00	80.00	9,600.00
ST ENG	Engineering Management/Co-Ordination	Tom MARWICK	01/02/2008	90.00	84.00	7,560.00
ST ENG	Engineering Management/Co-Ordination	Tom MARWICK	08/02/2008	90.00	84.00	7,560.00
ST ENG	Engineering Management/Co-Ordination	Tom MARWICK	15/02/2008	90.00	84.00	7,560.00
ST ENG	Engineering Management/Co-Ordination	Tom MARWICK	22/02/2008	90.00	84.00	7,560.00
ST ENG	Engineering Management/Co-Ordination	Tom MARWICK	29/02/2008	90.00	84.00	7,560.00
Sub Total: Site Management/Co-Ordination					1,828.00	157,890.00
Cost Centre Total: Site					5,843.50	386,583.53
Job Total Dolores Construction Mgmt					6,230.50	425,283.53

Customer: Compania Minera Dolores SAdCV

Project: 1590 Dolores Construction Mgmt

Billings up to and including 29-Feb-2008

Invoice No: 002487

Invoice Date: 25-March-2008

Perdiems

EmployeeName	Weekend	Units	Charged
Enrique SOBREVILLA	01/02/08	7.00	350.00
Enrique SOBREVILLA	08/02/08	4.00	200.00
Enrique SOBREVILLA	15/02/08	7.00	350.00
Enrique SOBREVILLA	22/02/08	7.00	350.00
Enrique SOBREVILLA	29/02/08	4.00	200.00
Guillermo AGUIRRE	08/02/08	9.00	450.00
Guillermo AGUIRRE	22/02/08	1.00	50.00
James BRAUND	15/02/08	3.00	150.00
James BRAUND	29/02/08	4.00	200.00
Jorge LOPEZ	01/02/08	1.00	50.00
Jorge LOPEZ	15/02/08	1.00	50.00
Malcolm SUTHERLAND	04/01/08	2.00	100.00
Malcolm SUTHERLAND	11/01/08	4.00	200.00
Malcolm SUTHERLAND	28/12/07	2.00	100.00
Peter BRENNAND	01/02/08	7.00	350.00
Peter TRINKE	01/02/08	5.00	250.00
Stefano PANARELLO	01/02/08	14.00	700.00
Stefano PANARELLO	08/02/08	4.00	200.00
Stefano PANARELLO	29/02/08	5.00	250.00
Job Total		91.00	4,550.00

Customer: Compania Minera Dolores SAdCV

Project: 1590 Dolores Construction Mgmt

Billings up to and Including 29-Feb-2008

Invoice No: 002487

Invoice Date: 25-March-2008

Expenses and Sundries

Expense	Supplier	Invoice	Date	Description	Charged
Site Personnel Work Clothe	MALCOLMSU	090108	21/02/08	MALCOLMSU SAFETY CLOTHING FOR SITE	56.64
Freight & Courier - Internat	GUILAGUIR	010	28/01/08	G.AGUIRRE - COURIER 27/12/07	24.54
Freight & Courier - Internat	DHL	BNE341147	28/02/08	DHL COURIER - JANUARY 2008	64.98
Stationery	ENRIQUISOB	017/2008	28/02/08	ENRIQUISO E.SOBREVILLA - STATIONERY	317.88
Stationery	GUILAGUIR	011	28/02/08	GUILLERMOA G.AGUIRRE - STATIONERY	11.29
Telecommunications - Mobi	PETEBREN	180208	25/02/08	PETERBREN MOBILE PHONE COSTS	114.10
Office/Site Hardware Suppl	ENRIQUISOB	017/2008	28/02/08	ENRIQUISO E.SOBREVILLA - HARDWARE FOR OFFICE/SITE	465.95
Insurance Other	AONRISK	M1184149	15/02/08	WILLIAMHO ACE EXPAT INSURANCE (PREM) -WILLIAM HOWIE	1,652.89
Insurance Other	AONRISK	M1184149	15/02/08	WILLIAMHO AON BROKER / ADMIN FEE	216.56
Miscellaneous Expenses	ENRIQUISOB	017/2008	28/02/08	ENRIQUISO E.SOBREVILLA - PRESCRIPTION GLASSES (R.TRETHOWAN)	146.57
Miscellaneous Expenses	ENRIQUISOB	017/2008	28/02/08	ENRIQUISO E.SOBREVILLA - EXTERNAL DRIVE& FILE BOXES	398.39
Professional Fees - Other	ASSURE	15840	05/02/08	ASSURE PROGRAMS INCIDENT IN ME	2,822.24
Airfares - Domestic	ANTALATOR	250108	28/01/08	A.ALATORRE - AIRFARES CHIH/MXC	479.69
Airfares - Domestic	GUILAGUIR	010	28/01/08	G.AGUIRRE - CHANGE TO AIRFARE	71.67
Airfares - Domestic	CTMTRAV	0291741	31/01/08	P. TRINKE ACCOMMODATION	114.54
Airfares - Domestic	CTMTRAV	0291741	31/01/08	P. TRINKE ACCOMMODATION	2.78
Airfares - Domestic	CTMTRAV	0287686	08/02/08	F. KISON PER - SYD - PER	805.12
Airfares - Domestic	CTMTRAV	0287686	08/02/08	R. TRETHOWAN NTL - SYD - NTL	181.17
Airfares - Domestic	CTMTRAV	0287686	08/02/08	DOMESTIC FLIGHT CONFIRMATION	25.99
Airfares - Domestic	CTMTRAV	0301158	20/02/08	FRANKISO F. KISON REISSUE FLIGHT	77.31
Airfares - Domestic	CTMTRAV	0301159	20/02/08	FRANKISO FLIGHT CONFIRMATION	13.00
Airfares - Domestic	CTMTRAV	0303037	20/02/08	JAMESBRAU J. BRAUND TSV - BNE - TSV	303.26
Airfares - Domestic	CTMTRAV	0303039	20/02/08	JAMESBRAU FLIGHT CONFIRMATION	25.99
Airfares - Domestic	CTMTRAV	0304046	28/02/08	TOMMARWIC REISSUE SYD / PER - T. MARWICK	102.02
Airfares - Domestic	CTMTRAV	0304047	28/02/08	TOMMARWIC FLIGHT CONFIRMATION	13.00
Airfares - Domestic	ENRIQUISOB	017/2008	28/02/08	ENRIQUISO E.SOBREVILLA - AIRFARE CHIH-TOLUCA RTN	323.81
Airfares - Domestic	GUILAGUIR	011	28/02/08	GUILLERMOA G.AGUIRRE - AIRFARE 6/2/08	469.23
Airfares - International	CTMTRAV	0286514	28/01/08	T. MAZZEI INTERNATIONAL FLIGHT	82.14
Airfares - International	CTMTRAV	0286514	28/01/08	T. MAZZEI INTERNATIONAL FLIGHT	39.38
Airfares - International	AERCHIAL	250108	28/01/08	FLIGHTS CHI - DOLO- CHIH - ZM, AM, BV, CT - 2 NOV 07	1,186.61
Airfares - International	AERCHIAL	250108a	28/01/08	FLIGHTS CHIH-DOLO-CHIH - A. MAZZEI - 21 NOVEMBER 07	925.52
Airfares - International	CTMTRAV	0295040	30/01/08	P. TRINKE REISSUE FLIGHT	90.56
Airfares - International	CTMTRAV	0295040	30/01/08	P/ TRINKE REISSUE FLIGHT	166.16
Airfares - International	CTMTRAV	0295039	30/01/08	INTERNATIONAL FLIGHT CHANGE CON	39.38
Airfares - International	CTMTRAV	0295085	30/01/08	INTERNATIONAL FLIGHT CONFIRMAT	133.88
Airfares - International	CTMTRAV	0295065	30/01/08	FLIGHT CONFIRMATION	39.38
Airfares - International	CTMTRAV	0295083	30/01/08	P. BRENNAND DALLAS - DENVER -	1,487.20
Airfares - International	CTMTRAV	0292460	30/01/08	PART FLIGHT CREDIT	-559.70
Airfares - International	CTMTRAV	0291168	31/01/08	INTERNATIONAL FLIGHT CONFIRMAT	89.63
Airfares - International	CTMTRAV	0286923	08/02/08	P. TRINKE MEL - LAX - DFT - LA	7,747.20
Airfares - International	CTMTRAV	0286923	08/02/08	P. TRINKE DFT - CUU	458.80
Airfares - International	CTMTRAV	0286923	08/02/08	P. TRINKE CUU - DFT	286.81
Airfares - International	CTMTRAV	0287696	08/02/08	F. KISON SYD - LAX - DFT - LAX	7,780.87
Airfares - International	CTMTRAV	0287696	08/02/08	F. KISON DFT - CUU - DFT	506.29

Customer: Compania Minera Dolores SAdCV

Project: 1590 Dolores Construction Mgmt

Billings up to and including 29-Feb-2008

Invoice No: 002487

Invoice Date: 25-March-2008

Airfares - International	CTMTRAV	0287688	08/02/08	R. TRETHOWAN SYD - LAX - DFT -	7,918.37
Airfares - International	CTMTRAV	0287688	08/02/08	R. TRETHOWAN DFT - CUU - DFT	506.29
Airfares - International	CTMTRAV	0287675	08/02/08	J. LEE HERRING MEL - LAX - DFT	8,061.96
Airfares - International	CTMTRAV	0287675	08/02/08	J. LEE HERRING DFT - CUU - DF	506.29
Airfares - International	CTMTRAV	0295978	08/02/08	REISSUE FLIGHT CONFIRMATION	34.76
Airfares - International	CTMTRAV	0295637	08/02/08	INTERNATIONAL CHANGE CONFIRMAT	39.38
Airfares - International	CTMTRAV	0295636	08/02/08	S. PANARELLO REISSUE INTERNAT	90.56
Airfares - International	CTMTRAV	0296707	08/02/08	FLIGHT CONFIRMATION	39.38
Airfares - International	CTMTRAV	0296705	08/02/08	W. HOWIE REISSUE FLIGHT	89.78
Airfares - International	KENMORFL	DONK0001	07/02/08	BUSI CLASS UPGRADE RTN FLTS C	9,169.49
Airfares - International	CTMTRAV	0288932	13/02/08	FLIGHT CONFIRMATION	39.38
Airfares - International	CTMTRAV	0288932	13/02/08	FLIGHT CONFIRMATION	39.38
Airfares - International	CTMTRAV	0288935	13/02/08	T. MAZZEI DAL - SAN - SYD - ME	86.20
Airfares - International	CTMTRAV	0288935	13/02/08	T. MAZZEI CHIN - DAL	35.65
Airfares - International	CTMTRAV	0301158	20/02/08	FRANKKISO F. KISON REISSUE FLIGHT	88.20
Airfares - International	CTMTRAV	0301158	20/02/08	FRANKKISO F. KISON REISSUE FLIGHT	82.99
Airfares - International	CTMTRAV	0301159	20/02/08	FRANKKISO FLIGHT CONFIRMATION	39.38
Airfares - International	CTMTRAV	0301159	20/02/08	FRANKKISO FLIGHT CONFIRMATION	39.38
Airfares - International	CTMTRAV	0303037	20/02/08	JAMESBRAU J. BRAUND BNE - LAX - DFT - LAX -	7,650.77
Airfares - International	CTMTRAV	0303037	20/02/08	BNE	
Airfares - International	CTMTRAV	0303039	20/02/08	JAMESBRAU J. BRAUND DFT - CUU - DFT	432.85
Airfares - International	CTMTRAV	0303039	20/02/08	JAMESBRAU FLIGHT CONFIRMATION	133.88
Airfares - International	CTMTRAV	0303039	20/02/08	JAMESBRAU FLIGHT CONFIRMATION	63.00
Airfares - International	MALCOLMSU	090108	21/02/08	MALCOLMSU AIRFARES	4,919.21
Airfares - International	CTMTRAV	0304046	26/02/08	TOMMARWIC REISSUE CUU / DFT - T. MARWICK	88.99
Airfares - International	CTMTRAV	0304046	26/02/08	TOMMARWIC REISSUE CUU / DFT - T. MARWICK	9.45
Airfares - International	CTMTRAV	0304047	26/02/08	TOMMARWIC FLIGHT CONFIRMATION	39.38
Airfares - International	CTMTRAV	0304788	27/02/08	JOHNLEEHE FLIGHT CONFIRMATION	133.88
Airfares - International	CTMTRAV	0304788	27/02/08	JOHNLEEHE FLIGHT CONFIRMATION	63.00
Airfares - International	CTMTRAV	0304785	27/02/08	JOHNLEEHE MEL / LAX / DFT / LAX / MEL - J. LEE	7,800.20
Airfares - International	CTMTRAV	0304785	27/02/08	HERRING	
Airfares - International	CTMTRAV	0304785	27/02/08	JOHNLEEHE DFT / CUU / DFT - J. LEE HERRING	427.61
Airfares - International	CTMTRAV	0305171	27/02/08	STEFANO S. PANARELLO BNE - CUU - EZE -	8,058.25
Airfares - International	CTMTRAV	0305171	27/02/08	MAD - RME - BNE	
Airfares - International	CTMTRAV	0305171	27/02/08	STEFANO S. PANARELLO FLIGHT CONFIRMATION	173.25
Airfares - International	CTMTRAV	0303231	27/02/08	WILLIAMHO FLIGHT CONFIRMATION	173.25
Airfares - International	CTMTRAV	0303231	27/02/08	WILLIAMHO FLIGHT CONFIRMATION	83.00
Airfares - International	CTMTRAV	0303230	27/02/08	WILLIAMHO BNE / LAX / DFT / LAX / BNE - W.	7,837.34
Airfares - International	CTMTRAV	0303230	27/02/08	HOWIE	
Airfares - International	CTMTRAV	0304246	28/02/08	WILLIAMHO DFT / CUU / DFT - W. HOWIE	432.65
Airfares - International	CTMTRAV	0304246	28/02/08	PETERTRIN FLIGHT CONFIRMATION	133.88
Airfares - International	CTMTRAV	0304246	28/02/08	PETERTRIN FLIGHT CONFIRMATION	63.00
Airfares - International	CTMTRAV	0304246	28/02/08	PETERTRIN MEL / LAX / DFT / LAX / MEL - P.	7,958.33
Airfares - International	CTMTRAV	0304246	28/02/08	TRINKE	
Airfares - International	CTMTRAV	0304245	28/02/08	PETERTRIN DFT / CUU / DFT - P. TRINKE	837.43
Accommodation - Domestic	CTMTRAV	0285072	30/01/08	ACCOMMODATION CONFIRMATION	15.75
Accommodation - Domestic	CTMTRAV	0286843	08/02/08	ACCOMMODATION CONFIRMATION	8.88
Accommodation - Internatio	MALCOLMSU	090108	21/02/08	MALCOLMSU ACCOMMODATION	88.71
Accommodation - Internatio	PETERBREN	180208	25/02/08	PETERBREN ACCOMMODATION	483.89
Taxis/Buses/Fares	TOMASMED	250108	26/01/08	T.MEDINA TAXI'S 23/1/08	50.08
Taxis/Buses/Fares	JORGEALON	021	26/01/08	J.ALONSO - TAXI'S 21/1/08	42.77
Taxis/Buses/Fares	GUILAGUIR	010	26/01/08	G.AGUIRRE - TAXI 9/1/08	23.02
Taxis/Buses/Fares	ENRIQUISOB	016/2008	26/01/08	E.SOBREVILLA - TAXI'S 22/12/07	54.91
Taxis/Buses/Fares	ENRIQUISOB	016/2008	26/01/08	E.SOBREVILLA - MISC EXPENSES	291.16
Taxis/Buses/Fares	MALCOLMSU	090108	21/02/08	MALCOLMSU TAXI FARE	19.73

Customer: Compania Minera Dolores SAdCV

Project: 1580 Dolores Construction Mgmt

Billings up to and including 29-Feb-2008

Invoice No: 002487

Invoice Date: 25-March-2008

Taxis/Buses/Fares	PETEBREN	180208	25/02/08	PETERBREN TAXI FARE	17.78
Taxis/Buses/Fares	ENRIQUISOB	01772008	29/02/08	ENRIQUESO E.SOBREVILLA - TAXI'S	44.52
Taxis/Buses/Fares	GUILAGUIR	011	29/02/08	GUILLERMOA G.AGUIRRE - TAXI'S 7/2/08	48.85
Taxis/Buses/Fares	JORGEALON	022	29/02/08	JORGEALON J.ALONSO - TAXI'S 3/2/08-10/2/08	86.03
Taxis/Buses/Fares	TOMASMED	250108ADJ	29/02/08	TOMASMEDI T.MEDINA - TAXI'S (REVERSE ENTRY NOT CHARGABLE TO JOB	-50.06
Motor Vehicle Mileage	ANTALATOR	250108	26/01/08	ANTONIO A.ALATORRE - GAS	0.53
Travel Other	ANTHLAWY	5973	30/01/08	PROFESSIONAL FEES NOTARY EXECU	118.13
Travel Other	CTMTRAV	0291168	31/01/08	COURIER CONFIRMATION	9.41
Job Total					106,466.19

ENGINEERS & PROJECT MANAGERS



Ausenco International Pty Ltd
 ABN 900 960 1849
 2404 Logan Road
 Eight Mile Plains
 Brisbane • Queensland
 4113 • Australia
 Phone • 61 7 3112 8280
 Fax • 61 7 3841 1421

TAX INVOICE

Compania Minera Dolores S.A. de C.V.
 Haciendas del Carrizal No 3402 Int 201
 Fracc Las Haciendas 3ra Etapa
 C.P 31215
 Chihuahua, Mexico
 MDO-970311-D36

Attention:

Job No: 1590
 Issue Date: 11 April 2008
 Invoice Month: March 2008

Invoice No: 002574
 Order No:

Provision of engineering services as per the attached transaction reports.

Labour	314,427.58	USD
Expenses and Sundries	53,407.89	USD
Consultancy Fee - March 08	20,834.00	USD
March 20% Labour Charge x \$314,660.08	62,972.01	USD
Less: March 08 - Forecast Ausenco Manhours and Lab Fees	-289,153.00	USD
Less: March 08 - Forecast Ausenco Expenses	-75,202.00	USD
Apr 2008 - Forecast Ausenco Manhours & Lab Fee	142,173.00	USD
Apr 2008 Forecast Ausenco Expenses	68,000.00	USD
	\$ 317,459.48	

Export - No GST Applies

\$ 0.00 USD

Please Note: Payment is to be made by Interbank Electronic Transfer
 with fax confirmation to:
 Attn: Accounts Receivable Administrator - Facsimile: 61 7 3841
 ANZ Bank
 A/C Name: Ausenco International Pty Ltd USD A/C
 A/C No: 120006USD00001
 ANZ Swift Code: ANZBAU3M

Total of Invoice \$ 317,459.48 USD

Please Note: All Invoices are payable 30 days from the date of invoice
 Interest may be charged on amounts not paid by the due date
 11 May 2008

Signed for Ausenco International Pty Ltd

Customer: Compania Minera Dolores SAdCV

Project: 1690 Dolores Construction Mgmt

Billings up to and including 28-Mar-2008

Invoice No: 002574

Invoice Date: 11-April-2008

Labour

Cost Code	Task	Employee Name	Week End	Rate	Units	Charged
P T MGT	Management Management/Co-C	Antonio MAZZEI	14/03/2008	100.00	32.00	3,200.00
P T MGT	Management Management/Co-C	Antonio MAZZEI	21/03/2008	100.00	84.00	8,400.00
P T MGT	Management Management/Co-C	Antonio MAZZEI	28/03/2008	100.00	84.00	8,400.00
P T MGT	Management Management/Co-C	Robert VOISEY	07/03/2008	100.00	2.00	200.00
P T MGT	Management Management/Co-C	Robert VOISEY	14/03/2008	100.00	1.00	100.00
Sub Total: Project Mgt. Management/Co-Ordination					203.00	20,300.00
Cost Centre Total: Project Mgt					203.00	20,300.00
S C ENG	Engineering Civil/Concret	Gabino NACIF	07/03/2008	15.00	42.00	630.00
S C ENG	Engineering Civil/Concret	Gabino NACIF	14/03/2008	15.00	43.00	645.00
S C ENG	Engineering Civil/Concret	Gabino NACIF	21/03/2008	15.00	78.00	1,170.00
S C ENG	Engineering Civil/Concret	Gabino NACIF	28/03/2008	15.00	88.00	1,280.00
S C ENG	Engineering Civil/Concret	Joel MALDONANDO	07/03/2008	40.00	77.00	3,078.81
S C ENG	Engineering Civil/Concret	Joel MALDONANDO	21/03/2008	40.00	71.00	2,839.82
S C ENG	Engineering Civil/Concret	Joel MALDONANDO	28/03/2008	40.00	77.00	3,078.81
S C ENG	Engineering Civil/Concret	Michel NASHED	07/03/2008	94.00	1.00	94.00
S C ENG	Engineering Civil/Concret	Michel NASHED	21/03/2008	94.00	2.00	188.00
S C ENG	Engineering Civil/Concret	Michel NASHED	28/03/2008	94.00	3.00	282.00
S C ENG	Engineering Civil/Concret	Saeed SERNAVAZQUEZ	07/03/2008	30.00	77.00	2,310.00
S C ENG	Engineering Civil/Concret	Saeed SERNAVAZQUEZ	14/03/2008	30.00	77.00	2,310.00
S C ENG	Engineering Civil/Concret	Saeed SERNAVAZQUEZ	21/03/2008	30.00	84.00	2,520.00
S C ENG	Engineering Civil/Concret	Saeed SERNAVAZQUEZ	28/03/2008	30.00	19.00	570.00
S C ENG	Engineering Civil/Concret	Tomas MEDINA	07/03/2008	30.00	14.00	420.00
S C ENG	Engineering Civil/Concret	Tomas MEDINA	14/03/2008	30.00	9.00	270.00
S C ENG	Engineering Civil/Concret	Tomas MEDINA	21/03/2008	30.00	6.00	180.00
S C ENG	Engineering Civil/Concret	Tomas MEDINA	28/03/2008	30.00	20.00	600.00
S C ENG	Engineering Civil/Concret	William HOWIE	07/03/2008	90.00	80.00	7,200.00
S C ENG	Engineering Civil/Concret	William HOWIE	14/03/2008	90.00	80.00	7,200.00
S C ENG	Engineering Civil/Concret	William HOWIE	21/03/2008	90.00	28.00	2,520.00
Sub Total: Site Civil/Concret					974.00	39,398.44
S D SUP	Supervision Safety	James BRAUND	07/03/2008	90.00	84.00	7,560.00
S D SUP	Supervision Safety	James BRAUND	14/03/2008	90.00	84.00	7,560.00
S D SUP	Supervision Safety	James BRAUND	21/03/2008	90.00	84.00	7,560.00
S D SUP	Supervision Safety	James BRAUND	28/03/2008	90.00	78.00	6,840.00
S D SUP	Supervision Safety	Luis RICAUD	07/03/2008	20.00	50.00	999.75
S D SUP	Supervision Safety	Luis RICAUD	14/03/2008	20.00	19.00	379.91
S D SUP	Supervision Safety	Luis RICAUD	21/03/2008	20.00	78.00	1,519.82
Sub Total: Site Safety					453.00	30,819.28
S E ENG	Engineering Electrical	Rick TRETHOWAN	07/03/2008	85.00	40.00	3,400.00
S E ENG	Engineering Electrical	Rick TRETHOWAN	14/03/2008	85.00	84.00	7,140.00
S E ENG	Engineering Electrical	Rick TRETHOWAN	21/03/2008	85.00	84.00	7,140.00
S E ENG	Engineering Electrical	Rick TRETHOWAN	28/03/2008	85.00	84.00	7,140.00
Sub Total: Site Electrical					292.00	24,820.00
S G SUP	Supervision General	Luis RICAUD	28/03/2008	20.00	78.00	1,519.82
Sub Total: Site General					78.00	1,519.82
S L PCC	Procurement/Contracts Clerical	Guillermo AGUIRRE	07/03/2008	40.00	77.00	3,078.81
S L PCC	Procurement/Contracts Clerical	Guillermo AGUIRRE	14/03/2008	40.00	52.00	2,078.87
S L PCC	Procurement/Contracts Clerical	Guillermo AGUIRRE	21/03/2008	40.00	29.00	1,158.93
S L PCC	Procurement/Contracts Clerical	Guillermo AGUIRRE	28/03/2008	40.00	77.00	3,078.81
Sub Total: Site Clerical					235.00	9,396.42

Customer: Compania Minera Dolores SAdCV

Project: 1590 Dolores Construction Mgmt

Billings up to and including 28-Mar-2008

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S M SUP	Supervision Mechanical	John LEE-HERRING	07/03/2008	85.00	82.50	7,012.50
S M SUP	Supervision Mechanical	John LEE-HERRING	14/03/2008	85.00	80.00	6,800.00
S M SUP	Supervision Mechanical	John LEE-HERRING	21/03/2008	85.00	80.00	6,800.00
S M SUP	Supervision Mechanical	John LEE-HERRING	28/03/2008	85.00	80.00	6,800.00
S M SUP	Supervision Mechanical	Jorge LOPEZ	07/03/2008	40.00	18.00	720.00
S M SUP	Supervision Mechanical	Jorge LOPEZ	14/03/2008	40.00	58.00	2,320.00
S M SUP	Supervision Mechanical	Jorge LOPEZ	21/03/2008	40.00	65.00	2,600.00
S M SUP	Supervision Mechanical	Jorge LOPEZ	28/03/2008	40.00	65.00	2,600.00
Sub Total: Site Mechanical				628.50		35,852.50
S N PCC	Procurement/Contracts Control	Enrique SOBREVILLA	14/03/2008	80.00	80.00	4,799.70
S N PCC	Procurement/Contracts Control	Enrique SOBREVILLA	21/03/2008	80.00	78.00	6,078.82
S N PCC	Procurement/Contracts Control	Enrique SOBREVILLA	28/03/2008	80.00	77.00	6,159.82
Sub Total: Site Contracts Administration				240.00		17,038.34
S O PJC	Project Controls Project Control	Antonio ALATORRE	07/03/2008	40.00	8.00	318.98
S O PJC	Project Controls Project Control	Antonio ALATORRE	14/03/2008	40.00	82.00	3,278.80
S O PJC	Project Controls Project Control	Antonio ALATORRE	21/03/2008	40.00	84.00	3,358.78
S O PJC	Project Controls Project Control	Antonio ALATORRE	28/03/2008	40.00	79.00	3,158.81
S O PJC	Project Controls Project Control	Stefano PANARELLO	07/03/2008	60.00	84.00	5,040.00
S O PJC	Project Controls Project Control	Stefano PANARELLO	14/03/2008	60.00	83.50	5,010.00
S O PJC	Project Controls Project Control	Stefano PANARELLO	21/03/2008	60.00	90.00	5,400.00
S O PJC	Project Controls Project Control	Stefano PANARELLO	28/03/2008	60.00	85.50	5,130.00
Sub Total: Site Project Controls				598.00		30,690.38
S T ENG	Engineering Management/Co-Or	Clinton DONKIN	07/03/2008	100.00	64.00	6,400.00
S T MGT	Management Management/Co-C	Frank KISON	07/03/2008	75.00	80.00	4,500.00
S T ENG	Engineering Management/Co-Or	Frank KISON	14/03/2008	75.00	40.00	3,000.00
S T MGT	Management Management/Co-C	Frank KISON	21/03/2008	75.00	48.00	3,800.00
S T MGT	Management Management/Co-C	Frank KISON	28/03/2008	75.00	84.00	6,300.00
S T ENG	Engineering Management/Co-Or	Malcolm SUTHERLAND	07/03/2008	90.00	82.00	7,380.00
S T ENG	Engineering Management/Co-Or	Malcolm SUTHERLAND	14/03/2008	90.00	82.00	7,380.00
S T ENG	Engineering Management/Co-Or	Malcolm SUTHERLAND	21/03/2008	90.00	80.00	7,200.00
S T ENG	Engineering Management/Co-Or	Malcolm SUTHERLAND	28/03/2008	90.00	84.00	7,560.00
S T MGT	Management Management/Co-C	Peter TRINKE	07/03/2008	120.00	84.00	10,080.00
S T ENG	Engineering Management/Co-Or	Peter TRINKE	14/03/2008	120.00	84.00	10,080.00
S T MGT	Management Management/Co-C	Peter TRINKE	21/03/2008	120.00	84.00	10,080.00
S T MGT	Management Management/Co-C	Peter TRINKE	28/03/2008	120.00	84.00	10,080.00
S T ENG	Engineering Management/Co-Or	Tom MARWICK	07/03/2008	90.00	66.00	5,940.00
S T ENG	Engineering Management/Co-Or	Tom MARWICK	28/03/2008	90.00	60.00	5,400.00
Sub Total: Site Management/Co-Ordination				1,056.00		104,980.00
Cost Centre Total: Site				4,453.50		294,127.58
Job Total Dolores Construction Mgmt				4,858.50		314,427.58

Customer: Compania Minera Dolores SAdeCV

Project: 1590 Dolores Construction Mgmt

Billings up to and including 28-Mar-2008

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Perdiems

EmployeeName	Weekend	Units	Charged
Guillermo AGUIRRE	21/03/08	2.00	100.00
James BRAUND	14/03/08	1.00	50.00
James BRAUND	28/03/08	4.00	200.00
Jorge LOPEZ	21/03/08	1.00	50.00
Luis RICAUD	28/03/08	2.00	100.00
Stefano PANARELLO	07/03/08	7.00	350.00
Stefano PANARELLO	14/03/08	7.00	350.00
Stefano PANARELLO	21/03/08	7.00	350.00
Stefano PANARELLO	28/03/08	7.00	350.00
Tom MARWICK	07/03/08	4.00	200.00
Tom MARWICK	28/03/08	3.00	150.00
Job Total		45.00	2,250.00

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Expenses and Sundries

Expense	Supplier	Invoice	Date	Description	Charged
Medicals	JOHNLEEHE	130208	05/03/08	JOHNLEEHE VACCINATIONS	243.34
Freight & Courier - Internat	DHL	BNE342594	14/03/08	COURIER WEEK ENDING 08/02/08	132.80
Insurance Other	AONRISK	M1188895	25/03/08	WILLIAM HOWIE - EXPATRIATE INSURANCE	-1,006.97
Insurance Other	AONRISK	M1189321	25/03/08	CLINTONDO EXPATRIATE INSURANCE - CLINTON DONKIN	-1,003.80
Insurance Other	AONRISK	M1190037	28/03/08	JAMESBRAU EXPATRIATE INSURANCE - JAMES BRAUND	-943.06
Airfares - Domestic	CTMTRAV	0309162	01/03/08	RICKTRETH NTL / SYD / NTL - R. TRETHOWAN	233.15
Airfares - Domestic	CTMTRAV	0309163	01/03/08	RICKTRETH FLIGHT CONFIRMATION	25.99
Airfares - Domestic	CTMTRAV	0313415	18/03/08	FRANKKISO PER / SYD / PER - F. KISON	552.39
Airfares - Domestic	CTMTRAV	0313416	18/03/08	FRANKKISO DOMESTIC FLIGHT COFIRMATION	25.99
Airfares - Domestic	CTMTRAV	0314766	18/03/08	TOMMARWIC PER / SYD / BNE / PER - T. MARWICK	434.99
Airfares - Domestic	CTMTRAV	0314768	18/03/08	TOMMARWIC FLIGHT CONFIRMATION	25.99
Airfares - Domestic	CTMTRAV	0316428	28/03/08	JAMESBRAU FLIGHT COFIRMATION	13.00
Airfares - Domestic	CTMTRAV	0316162	28/03/08	JAMESBRAU FLIGHT COFIRMATION	27.66
Airfares - Domestic	CTMTRAV	0316428	28/03/08	JAMESBRAU REISSUE BNE / TSV - J. BRAUND	43.87
Airfares - International	CTMTRAV	0291167	31/01/08	D. CAREY BNE - CUU - EZE - BNE	6,032.20
Airfares - International	CTMTRAV	0309162	01/03/08	RICKTRETH SYD / LAX / DFT / LAX / SYD - R. TRETHOWAN	7,855.66
Airfares - International	CTMTRAV	0309162	01/03/08	RICKTRETH DFT / CUU / DFT - R. TRETHOWAN	497.47
Airfares - International	CTMTRAV	0309163	01/03/08	RICKTRETH FLIGHT CONFIRMATION	133.88
Airfares - International	CTMTRAV	0309163	01/03/08	RICKTRETH FLIGHT CONFIRMATION	63.00
Airfares - International	AMEXCT	140807	07/03/08	CARLOS GUZ C. TORRES - FLIGHTS	139.52
Airfares - International	AMEXCT	140807	07/03/08	CARLOS GUZ C. TORRES - FLIGHTS	284.70
Airfares - International	AMEXCT	140807	07/03/08	CARLOS GUZ C. TORRES - FLIGHTS	289.26
Airfares - International	CTMTRAV	0311180	12/03/08	ANTONIOMA MEL / SYD / SFO / DFT / SFO / SYD / MEL - T. MAZZEI	7,710.51
Airfares - International	CTMTRAV	0311180	12/03/08	ANTONIOMA DFT / CUU / DFT - T. MAZZEI	493.85
Airfares - International	CTMTRAV	0311181	12/03/08	ANTONIOMA FLIGHT CONFIRMATION	173.25
Airfares - International	CTMTRAV	0311181	12/03/08	ANTONIOMA FLIGHT CONFIRMATION	63.00
Airfares - International	CTMTRAV	0312320	18/03/08	CLINTONDO FLIGHT CONFIRMATION	133.88
Airfares - International	CTMTRAV	0312320	18/03/08	CLINTONDO FLIGHT CONFIRMATION	63.00
Airfares - International	CTMTRAV	0312319	18/03/08	CLINTONDO BNE / LAX / DFT / LAX / BNE - C. DONKIN	7,648.73
Airfares - International	CTMTRAV	0312319	18/03/08	CLINTONDO DFT / CUU / DFT - C. DONKIN	493.85
Airfares - International	CTMTRAV	0313415	18/03/08	FRANKKISO SYD / LAX / DFT / LAX / SYD - F. KISON	7,570.67
Airfares - International	CTMTRAV	0313416	18/03/08	FRANKKISO DFT / CUU / DFT - F. KISON	496.21
Airfares - International	CTMTRAV	0313416	18/03/08	FRANKKISO INTERNATIONAL FLIGHT CONFIRMATION	133.88
Airfares - International	CTMTRAV	0313416	18/03/08	FRANKKISO INTERNATIONAL FLIGHT CONFIRMATION	63.00
Airfares - International	CTMTRAV	0314766	18/03/08	TOMMARWIC SYD / LAX / DFT / LAX / BNE - T. MARWICK	7,570.67
Airfares - International	CTMTRAV	0314766	18/03/08	TOMMARWIC DFT / CUU / DFT - T. MARWICK	496.21
Airfares - International	CTMTRAV	0314768	18/03/08	TOMMARWIC FLIGHT CONFIRMATION	133.88
Airfares - International	CTMTRAV	0314768	18/03/08	TOMMARWIC FLIGHT CONFIRMATION	63.00
Airfares - International	CTMTRAV	0314474	18/03/08	WILLIAMHO INTERNATIONAL FLIGHT CHANGE	39.38
Airfares - International	CTMTRAV	0314474	18/03/08	WILLIAMHO INTERNATIONAL FLIGHT CONFIRMATION	133.88
Airfares - International	CTMTRAV	0314473	18/03/08	WILLIAMHO REISSUE DFW / LAX - W. HOWIE	85.84
Airfares - International	CTMTRAV	0314473	18/03/08	WILLIAMHO LAX / BKK / VTE - W. HOWIE	2,950.13

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Airfares - International	CTMTRAV	0315193	28/03/08	CLINTONDO CANCELLATION CONFIRMATION	59.08
Airfares - International	CTMTRAV	0316163	28/03/08	JAMESBRAU REISSUE CUU / DFT - J. BRAUND	85.84
Airfares - International	CTMTRAV	0316163	28/03/08	JAMESBRAU FLIGHT CONFIRMATION	39.38
Meals/Travel Allow- Person	JOHNLEEHE	130208	05/03/08	JOHNLEEHE LAUNDRY COSTS	49.61
Taxis/Buses/Fares	JOHNLEEHE	130208	05/03/08	JOHNLEEHE TAXI FARES	491.42
Taxis/Buses/Fares	JOHNLEEHE	130208	05/03/08	JOHNLEEHE TAXI FARE	17.33
Job Total					51,157.66